NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 6:00 p.m., Wednesday, October 14, 2026. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. The public is invited to attend the open meeting.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 6:00 p.m., el día Miercoles, 14 de Octubre del 2026. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AGENDA
Regular Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
October 14, 2026
6:00 p.m.

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

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

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

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

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

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

4. **CALL TO THE PUBLIC**

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

5. **PROCLAMATIONS**

5. A. Proclamation on National Custodian Recognition Day - October 2, 2026

5. B. Proclamation on Cities and Towns Week - October 18-24, 2026

5. C. Proclamation on Red Ribbon Week - October 23-31, 2026

5. D. Proclamation on Breast Cancer Awareness Month - October 2026

5. E. Proclamation on Bullying Prevention Month - October 2026

5. F. Proclamation on Domestic Violence Awareness Month - October 2026

5. G. Proclamation on National Code Compliance Month - October 2026

5. H. Proclamation on National Community Planning Month - October 2026

5. I. Proclamation on National Cyber Security Awareness Month - October 2026

5. J. Proclamation on National Manufacturing Month - October 2026

6. **CONSENT AGENDA**

All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

6. A. **MINUTES OF**

- Regular Council meeting held on September 9, 2026

6. B. **DISBURSEMENTS**

From September 16, 2026 to October 6, 2026

Total $2,445,442.02 (Two Million, Four Hundred Forty-Five Thousand, Four Hundred Forty-Two Dollars and Two Cents)

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding the purchase of a new rescue truck from National Auto Fleet Group. **(Angel Ramirez, Fire Chief).**

7. B. Discussion and possible action on any and all matters regarding the award of a construction contract to TF Contracting Services, LLC, for the Well Site #4 Water Storage Tank Rehabilitation Project. **(Tomas Sanchez, City Engineer)**

7. C. Discussion and possible action on any and all matters regarding authorization to approve Fiscal Year 2027 cumulative purchases for the Public Works Department. **(Xochitl Lopez, Office Supervisor)**

7. D. Discussion and possible action on any and all matters regarding the City of San Luis procuring slurry seal application services from American Pavement Preservation / APP–Cactus Joint Venture for the application of Type II slurry seal as part of the Fiscal Year 2027 Pavement Preservation Program. **(Manuel Hernandez, Assistant Director of Public Works)**

7. E. Discussion and possible action on any and all matters regarding Resolution No. 2416. A resolution of the Mayor and City Council of the City of San Luis, authorizing the submission of an application to the United States Department of the Interior, Bureau of Land Management, to renew lease AZA-17382 — the Recreation and Public Purposes Lease (R&PP) of May 18, 2001. **(Jorge Perez, Assistant Director of Public Works)**

7. F. Discussion and possible action on any and all matters regarding Order No. 2026-09. An Order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the City of San Luis Police Department to receive funding for the Impaired Driver/DUI Alcohol Enforcement, STEP/Selective Traffic Enforcement, and Occupant Protection Enforcement Projects by approving Highway Safety Contracts 2027-AL-015, 2027-PTS-066, and 2027-405b-021 between the City of San Luis, Arizona through the San Luis Police Department and the Arizona Governor's Office of Highway Safety. **(Damian Miller, Lieutenant)**

8. SUMMARY OF CURRENT EVENTS

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

9. EXECUTIVE SESSION

Vote to hold an Executive Session pursuant to A.R.S. § 38-431.03(A) (3), (4), and (7).

Discussion and possible action to hold an executive session pursuant to A.R.S. §38-431.03(A) (3), (4), and (7) on any and all matters regarding the leasing of real property at 580 N. San Luis Plaza Dr., San Luis, AZ 85336, for legal advice. **(Joe Estes, City Attorney)**

10. MOTION TO GO BACK TO REGULAR SESSION

11. DISCUSSION AND POSSIBLE ACTION ITEM:

Discussion and possible action on any and all matters regarding the award of a broker/consulting services agreement to lease 580 N San Luis Plaza Dr. **(Jenny Torres, City Manager)**

12. ADJOURNMENT

PROCLAMATION

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

Meeting Date: 10/14/2026

Title:

Proclamation on National Custodian Recognition Day - October 2, 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL CUSTODIAN WORKERS RECOGNITION DAY
October 2, 2026

WHEREAS, custodial workers work behind the scenes and are often unappreciated for the hard work that they do day after day, keeping schools, hospitals, office buildings, museums, churches, etc., clean and well-maintained; and

WHEREAS, these people are an essential part of the success of many businesses, as a clean, well-maintained, and operational building is a reflection on the company itself; and

WHEREAS, the City's Facilities Department always strives to keep the City's buildings and offices well-maintained and cleaned; and

WHEREAS, October 2nd has traditionally been designated as National Custodian Workers Recognition Day in the United States.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 2, 2026, as **"National Custodian Workers Recognition Day"**, thanking and recognizing the appreciation to the employees who keep our offices and workplaces across the nation clean and sanitized, especially the custodians throughout this municipality.

DATED this **14th** day of **October 2026**.

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Nieves Riedel, Mayor

ATTEST:

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Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 10/14/2026

Title:

Proclamation on Cities and Towns Week - October 18-24, 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

ARIZONA CITIES AND TOWNS WEEK
October 18 - 24, 2026

WHEREAS, the citizens of the City of San Luis rely on the city to experience a high quality of life in our community; and

WHEREAS, cities and towns in Arizona work 24 hours a day, seven days a week to deliver vital city services such as fire, police and emergency medical response to ensure safe communities; and

WHEREAS, cities and towns in Arizona also provide services and programs that enhance the quality of life for residents, such as parks, utilities, street maintenance, sanitation & recycling services, libraries, community centers and recreational programs; and

WHEREAS, the City of San Luis needs to continue to provide the excellent delivery of services and programs that our citizens have come to expect in our community; and

WHEREAS, it is one of the responsibilities of the City of San Luis Officials to ensure open and accessible government through frequent communication with citizens using various avenues and means; and

WHEREAS, through participation and cooperation, citizens, community leaders, local businesses, and municipal staff can work together to ensure that the services provided by the City of San Luis remain exceptional elements of the quality of life in our community.

NOW THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim October 18 - 24, 2026, as **"Arizona Cities & Towns Week"**, and join with the League of Arizona Cities & Towns and fellow municipalities across the State of Arizona.

DATED this **14th** day of **October 2026**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 10/14/2026

Title:

Proclamation on Red Ribbon Week - October 23-31, 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

RED RIBBON WEEK
October 23 - 31, 2026

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 23 - 31, 2026, as **"Red Ribbon Week"**, and encourage citizens to participate in drug prevention education activities, not only during Red Ribbon Week, but all year long, joining the Yuma County Anti-Drug Coalition and the rest of the state and nation, making a visible statement that we are strongly committed to a drug-free America.

Dated this **14th** day of **October 2026**.

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Nieves Riedel, Mayor

ATTEST:

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Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 10/14/2026

Title:

Proclamation on Breast Cancer Awareness Month - October 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

BREAST CANCER AWARENESS MONTH
October 2026

WHEREAS, breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; and

WHEREAS, mammography, an "x-ray of the breast," is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment are believed to have significantly reduced the number of deaths caused by breast cancer; and

WHEREAS, researchers, scientists, and numerous nonprofit organizations are dedicated to discovering a cure for breast cancer. During October, we acknowledge the extraordinary commitment and effort invested in this cause; and

WHEREAS, we recognize that over two and a half million Americans are breast cancer survivors who give us hope of a better future.

NOW THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 2026 as **"Breast Cancer Awareness Month"** in the City of San Luis and encourage all residents of this city to support the education, prevention and treatment efforts of those fighting this disease.

DATED this **14th** day of **October 2026**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 10/14/2026

Title:

Proclamation on Bullying Prevention Month - October 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

BULLYING PREVENTION MONTH
October 2026

WHEREAS, bullying is physical, verbal, sexual, or emotional harm or intimidation intentionally directed at a person or group of people; and

WHEREAS, bullying occurs in neighborhoods, playgrounds, schools and through technology, such as the internet and cell phones; and

WHEREAS, various researchers have concluded that bullying is the most common form of violence, affecting millions of American children and teenagers annually; and

WHEREAS, targets of bullying are more likely to acquire physical, emotional and learning problems and students who are repeatedly bullied often fear such activities as riding the bus, going to school and attending community activities; and

WHEREAS, children who bully are at greater risk of engaging in more serious violent behaviors; and

WHEREAS, children who witness bullying often feel less secure, more fearful and intimidated.

NOW, THEREFORE, BE IT RESOLVED, that, I, Nieves Riedel, Mayor of the the City of San Luis, do hereby proclaim October 2026 as **"Bullying Prevention Month"** and encourage all schools, students, parents, recreation institutions, community and faith-based organizations to engage in a variety of awareness and prevention activities designed to make our community safer for all children and adolescents.

DATED this **14th** day of **October 2026**.

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Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 10/14/2026

Title:

Proclamation on Domestic Violence Awareness Month - October 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

DOMESTIC VIOLENCE AWARENESS MONTH
October 2026

WHEREAS, the crime of domestic violence violates an individual's privacy and dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse, including abuse of children and the elderly; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial, and societal barriers and are supported by societal indifferences, and

WHEREAS, when a family member is abused, it can have long-term damaging effects on the victim that also leave a mark on family, friends, and the community at large; and

WHEREAS, families are indispensable to a stable society, and they should be a place of support to instill responsibility and values in the next generation; and

WHEREAS, the impact of domestic violence is wide-ranging, directly affecting individuals and society, in this community, throughout the State of Arizona, the United States, and the world; and

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence and work to increase public understanding of this significant problem; and

WHEREAS, only a coordinated community effort will put a stop to this terrible crime; and

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services, and assistance to victims.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 2026 as **"Domestic Violence Awareness Month"** in recognition of victims of domestic violence and those who serve them during this month and throughout the year.

DATED this **14th** day of **October 2026**.

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Nieves Riedel, Mayor

ATTEST:

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Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 10/14/2026

Title:

Proclamation on National Code Compliance Month - October 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL CODE COMPLIANCE MONTH
October 2026

WHEREAS, Code Enforcement Officers provide for the safety and welfare of the citizens throughout the United States through the enforcement of local codes or ordinances, facing various issues of building, zoning, housing, animal control, environmental, health and life safety; and

WHEREAS, Code Enforcement Officers often have a challenging and demanding role and often do not receive recognition for the job that they do in improving living and working conditions for residents and businesses of local communities; and

WHEREAS, Code Enforcement Officers are dedicated, and highly qualified professionals who share the goals of preventing neighborhood deterioration, enhancing and ensuring safety, and preserving property values through knowledge and application of housing, zoning, and nuisance codes and ordinances; and

WHEREAS, Code Enforcement Officers are dedicated and highly qualified professionals who share the goals of preventing neighborhood deterioration, enhancing and ensuring safety, and preserving property values through knowledge and application of housing, zoning, and nuisance codes and ordinances; and

WHEREAS, Code Enforcement Officers often have a highly visible and interactive role in the communities while providing quality customer service and excellence to the communities in which they serve; and

WHEREAS, Code Enforcement Officers are called upon to provide quality customer service and excellence to the residents and businesses of the communities in which they serve; and

WHEREAS, the American Association of Code Enforcement seeks to recognize and honor Code Enforcement Officers and Professionals throughout the United States, raising awareness of the Importance of Code Enforcement to the communities of the United States.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim October 2026 as **"National Code Compliance Month"**, and recognize and express my appreciation for the dedication and service by the individuals who serve as our Code Enforcement Officers.

Dated this **14th** day of **October 2026**.

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Nieves Riedel, Mayor

ATTEST:

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Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 10/14/2026

Title:

Proclamation on National Community Planning Month - October 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL COMMUNITY PLANNING MONTH
October 2026

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live, an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, we recognize the many valuable contributions made by the professional community and regional planners of the City of San Luis and extend our heartfelt thanks for the continued commitment to public service by these professionals.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 2026 as **"National Community Planning Month"**, thanking the planners who work to improve the well-being of all people living in our community.

DATED this **14th** day of **October 2026**.

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Nieves Riedel, Mayor

ATTEST:

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Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 10/14/2026

Title:

Proclamation on National Cyber Security Awareness Month - October 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL CYBER SECURITY AWARENESS MONTH
October 2026

WHEREAS, we recognize the vital role that technology has in our daily lives and our future, whereby today many citizens, schools, businesses, and the City of San Luis operations rely on various means of technology for a variety of tasks, including public safety communications, finances, and day-to-day operations; and

WHEREAS, internet users and our information infrastructure face an increasing threat of malicious cyber-attack, significant financial and personal privacy losses due to identity theft and fraud; and

WHEREAS, public awareness can help foster change in a way that provides greater cybersecurity awareness for all; and

WHEREAS, to have a resilient cybersecurity stance requires the understanding and support of citizens and public officials who demand distinction in cybersecurity and cyber awareness; and

WHEREAS, observing National Cybersecurity Awareness Month 2024 allows us to publicly acknowledge the notable contributions of all IT Security professionals of the City of San Luis and those who help uphold and defend IT resources, and to express our deep appreciation for their uncompromising commitment to public service.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim October 2026 as "**National Cyber Security Awareness Month"** and encourage all citizens to participate in this observance.

DATED this **14th** day of **October 2026**.

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Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 10/14/2026

Title:

Proclamation on National Manufacturing Month - October 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL MANUFACTURING MONTH
October 2026

WHEREAS, modern manufacturing is advancing human progress and providing rewarding careers for the people of Arizona; and

WHEREAS, manufacturers are inventing and deploying the technologies of the future to make our lives better and strengthen our economy; and

WHEREAS, manufacturers are searching for and hiring talented individuals of diverse backgrounds to bolster this innovation and fill hundreds of thousands of open jobs nationwide; and

WHEREAS, government, industry and communities need to unite to encourage young people to explore the possibilities of modern manufacturing and learn about the design, technology and production opportunities in the industry that are building the future; and

WHEREAS, former President Barack Obama made a presidential proclamation on October 2, 2014, declaring the first Friday of October as National Manufacturing Day, and the month of October as National Manufacturing Month; and

WHEREAS, the City of San Luis supports and joins in this national and state effort to help America's manufacturers do what they do best: grow their business, create jobs and ensure that our community remains as vibrant tomorrow as it is today.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 2026 as **"National Manufacturing Month"**.

Dated this **14th** day of **October 2026**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/14/2026

Summary

MINUTES OF

- Regular Council meeting held on September 9, 2026

Attachments

9/9/2026 RCM

M I N U T E S
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
September 9, 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 (via Teams, left at 6:14 p.m.)
Council Member Maria Cecilia Cruz
Council Member Esteban C. Rosales (via Teams, left at 6:27 p.m.)
Council Member Lizeth Servin
Vice Mayor Javier Vargas
Mayor Nieves Riedel

ABSENT: Council Member Tadeo Azael De La Hoya

OTHERS PRESENT: Jenny Torres, City Manager
Joe Estes, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Alan Guevara, Police Lieutenant
Antonio Maldonado, Multimedia Production & Operations Specialist
Antonio Sandoval, Water Operations Manager
Armando Esparza, Director of Economic Development
Claudia Montoya, Acting Assistant Director of Parks & Recreation
Edgar Esparza, Billing & Collections Manager
Eulogio Vera, Director of Public Works
Fernando Corona, IT Manager
Jeremy Humphrey, Fire Battalion Chief
Jeziel Banos, IT Help Desk Technician
Jorge Perez, Assistant Director of Public Works
Lucia Zavala, Finance Operations Manager
Manuel Hernandez, Assistant Director of Public Works
Maria Barajas, Human Resources Manager
Miguel Ramirez, Finance Accounting Manager
Olivia Jenkins, Acting Assistant City Manager
Roula Encinas, Director of Finance
Tomas Sanchez, City Engineer

Victor De La Torre, Safety Officer
Elida Valenzuela, Police Chaplain
Fabher Sanchez, Resident
James Allen Jr., Resident
Jose Felix, Resident
Liz Felix, Resident
Manuel Rojas, Resident
Mark Concha Jr., Resident
Ruben Walshe, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Maria Cecilia Cruz led the Pledge of Allegiance.

3. INVOCATION

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

4. CALL TO THE PUBLIC

Mr. James Allen Jr., 1549 E. Babbit Lane, San Luis, AZ, spoke regarding the importance of communicating information clearly, accurately, and responsibly, particularly when addressing matters involving public health and safety. He referenced his personal experience with environmental contamination, participation in the Camp Lejeune water contamination lawsuit, and diagnosis of Stage IV cancer in July 1995. He encouraged the city to consider their audience, verify information before sharing it, and ensure that information presented as fact is accurate and understandable. Mr. Allen also expressed concern regarding an incident in which an individual allegedly came onto his property, cut a sign displayed in his yard with metal shears, and discarded it in the street. He asked residents to respect private property and personal space and to address disagreements through respectful and lawful means. Finally, he addressed information posted on the internet. People can put almost anything on the internet. Information can be true, false, misleading, promotional, or based on someone's personal opinion. Because online information can affect people and influence what they do, people have a responsibility to make sure what they share is accurate. Before presenting something as fact, verify it. He concluded by encouraging honesty, responsibility, and respect when communicating within the community.

Staff requested that Item No. 7.F. be next on the Agenda for discussion and action.

There was no opposition from the Mayor and City Council.

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. F. 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. Staff and/or Applicant presentation

Ms. Ashely Dennis, Partner Kutak Rock LLP, explained that the project had previously been approved by the Council and that the Industrial Development Authority (IDA) had already issued the bonds in late July. The purpose of the hearing was not to authorize the bond issuance, but to obtain approval for the use of the bond proceeds. The proceeds would be used to refinance certain outstanding United States Department of Agriculture (USDA) loans previously made to Regional Center for Border Health in connection with constructing its new hospital in the City of San Luis. It was explained that the refinancing became necessary as the transaction progressed and was determined to be more advantageous than maintaining the existing loans. It was explained that the IDA issued the bonds as a conduit financing mechanism to facilitate tax-exempt financing. Because the financing is tax-exempt, a TEFRA public hearing was required to provide the public an opportunity to present any comments, questions, or concerns regarding the financing. Ms. Dennis stated that the change would not alter the overall transaction structure or collateral and that the obligation would remain solely with Regional Center for Border Health, with no financial obligation to the city, IDA, or other political subdivision. The request was characterized as an administrative matter to authorize the use of already-issued bond proceeds for the refinancing.

B. Open Public Hearing

Mayor Nieves Riedel opened the Public Hearing.

C. Call to the public on this item

Mr. James Allen Jr., 1549 E. Babbit Lane, San Luis, AZ, asked whether the approved Border Health Hospital project would include plans to bring specialists and other medical professionals into the community to meet the needs of local residents, particularly children with special needs and the elderly. He expressed concern regarding the community’s significant populations of elderly residents and children with special needs and asked whether these services were included as part of the hospital project.

D. Close Public Hearing

Mayor Nieves Riedel closed the Public Hearing.

E. Discussion and Action on Resolution No. 2414

MOTION: Vice Mayor Javier Vargas/Mayor Nieves Riedel moved to approve and adopt Resolution No. 2414 and declare an emergency. The motion passed unanimously.

Mayor Nieves Riedel requested a roll call vote to ensure a clear record of the vote on passage of Resolution No. 2414 and declaring an emergency; the Mayor and the City Council voted.

The vote was as follows:

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

5. PROCLAMATIONS

5. A. Proclamation on National Police Woman Day - September 12, 2026
5. B. Proclamation on National Diaper Need Awareness Week - September 14-20, 2026
5. C. Proclamation on National IT Professionals Day - September 15, 2026
5. D. Proclamation on Pitt Hopkins Syndrome Awareness Day - September 18, 2026
5. E. Proclamation on Hispanic Heritage Month - September 15, 2026-October 15, 2026

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

6. CONSENT AGENDA

6. A. MINUTES OF
- Special Council meeting held August 5, 2026
- Regular Council meeting held August 12, 2026

6. B. 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)

MOTION: Vice Mayor Javier Vargas/Mayor Nieves Riedel moved to approve the Consent Agenda. The motion passed unanimously.

The vote was as follows:

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

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding the 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)

Mr. Tomas Sanchez, City Engineer, requested approval of a $100,000.00 budget transfer to complete the Lakin Drive Subsidence Issue Road Improvement Construction Project. He explained that the project was originally awarded in May for approximately $371,800.00. Due to the contractor's delayed start, mobilization issues, and unforeseen delays in late June, the contractor completed less work than anticipated under the original construction schedule. Approximately $200,000.00 in work had been anticipated; however, only about $100,000.00 was invoiced, creating the need for an additional $100,000.00 in the current fiscal year. The Public Works and Engineering Departments coordinated with the Finance Department, which identified available funding from other projects to support the requested transfer. Mr. Sanchez clarified that the budget transfer would not increase the project's scope of work or the total contract amount and is solely intended to provide the funding necessary to complete the project.

MOTION: Vice Mayor Javier Vargas/Mayor Nieves Riedel moved to approve the budget transfer in the amount of $100,000.00, as described in the fiscal impact of this item, as presented. The motion passed unanimously.

The vote was as follows:

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

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

Ms. Maria Barajas, Human Resources Manager, requested Council approval to continue utilizing HigherQuest for temporary staffing services. She explained that the city has partnered with HigherQuest since 2022 to provide temporary personnel support to various city departments, particularly during vacancies, recruitment, and onboarding periods, as well as when additional staffing is needed. She noted that HigherQuest has provided valuable support to the Public Works Department, including assistance with the annual cleaning campaign and other ongoing operational activities, helping the department maintain service levels during these assignments. During the previous fiscal year, the city spent approximately $76,000.00 on temporary staffing services for Public Works. Based on prior expenditures and current staffing needs, the anticipated expenditure may exceed the applicable procurement threshold for the current fiscal year. Therefore, Ms. Barajas requested Council authorization to continue utilizing HigherQuest and to waive the applicable procurement requirement based on the city's operational needs.

MOTION: Council Member Maria Cecilia Cruz/Council Member Esteban C. Rosales moved 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. The motion passed unanimously.

The vote was as follows:

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

7. 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)

Mr. Jorge Perez, Assistant Director of Public Works, presented on behalf of the Public Works Facilities Division and requested Council review and approval of the construction contract for the expansion and remodeling of the Senior Center. He explained that the project was included in the current fiscal year budget, completed the design process, and went through formal bidding, resulting in eight (8) bids. Merrill Development was identified as the lowest bidder, with a bid amount of $228,736.20. He noted that the Department had budgeted $125,000.00 for the project, resulting in a funding shortfall of approximately $104,000.00.

Staff therefore requested Council approval to transfer funds from a non-departmental account within the General Fund to provide the additional funding needed to complete the project.

MOTION: Vice Mayor Javier Vargas/Mayor Nieves Riedel moved 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. The motion passed unanimously.

The vote was as follows:

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

7. 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)

A. Staff and/or Applicant presentation

Mrs. Sonia Cornelio, City Clerk, explained that the required notice and application for the liquor license for Tacos y Mariscos La India, LLC, were posted in a conspicuous location at the proposed premises for at least 20 days, in accordance with state law. The City Clerk's Office received no public comments, objections, or concerns regarding the application. Staff recommended that the City Council approve the city's recommendation to the Arizona Department of Liquor Licenses and Control for the liquor license application submitted by Tacos y Mariscos La Indica, LLC.

B. Open Public Hearing

Mayor Nieves Riedel opened the Public Hearing.

C. Call to the public on this item

There were no comments from the public on this item.

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 Tacos y Mariscos La India, LLC

MOTION: Vice Mayor Javier Vargas/Mayor Nieves Riedel moved 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. The motion passed unanimously.

The vote was as follows:

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

7. 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)

Mayor Nieves Riedel declared a conflict of interest in this matter and requested that Vice Mayor Javier Vargas preside over it.

A. Staff and/or Applicant presentation

Mrs. Sonia Cornelio, City Clerk, explained that the required notice and application for the liquor license for Bodega 23 Padel Club, LLC, were posted in a conspicuous location at the proposed premises for at least 20 days, in accordance with state law. The City Clerk's Office received no public comments, objections, or concerns regarding the application. Staff recommended that the City Council approve the city's recommendation to the Arizona Department of Liquor Licenses and Control for the liquor license application submitted by Bodega 23 Padel Club, LLC.

B. Open Public Hearing

Vice Mayor Javier Vargas opened the Public Hearing.

C. Call to the public on this item

There were no comments from the public on this item.

D. Close Public Hearing

Vice Mayor Javier Vargas closed the 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

MOTION: Vice Mayor Javier Vargas/Council Member Lizeth Servin moved 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. The motion passed with four (4) Ayes and one (1) Abstention by Mayor Nieves Riedel.

The vote was as follows:

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

8. SUMMARY OF CURRENT EVENTS

Council Member Lizeth Servin reminded the community that the Community Cleanup Campaign calendar has been posted on social media and that the campaign will run from September 22 through November 25. She encouraged residents to review the color-coded, numbered calendar to see when cleanup services will be available in their area. She also reminded residents that the South Transfer Station is available to the community on Thursdays, Fridays, and Saturdays at no cost and encouraged continued use of the service. She encouraged local businesses to participate in the 928 Day celebration and thanked businesses already participating for their investment in the community. Finally, she reminded residents that the November election is approaching and that October 5 is the voter registration deadline.

9. ADJOURNMENT

Vice Mayor Javier Vargas adjourned the Regular Council meeting at approximately 6:29 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 Meeting of the City Council of the City of San Luis, Arizona, held on September 9, 2026. I further certify that the meeting was duly called and held in accordance with applicable law and that a quorum was present.

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/14/2026

Summary

DISBURSEMENTS
From September 16, 2026 to October 6, 2026
Total $2,445,442.02 (Two Million, Four Hundred Forty-Five Thousand, Four Hundred Forty-Two Dollars and Two Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING OCTOBER 14, 2026
Disbursement Report from 09/16/2026 TO 10/06/2026

Bank Accounts	Check Date	Amount	Schedule
Accounts Payable Check Account	09/17/2026	$ 1,096,583.42	Schedule A
Payroll Check Account	09/23/2026	$ 667,150.91	Schedule B
Accounts Payable Check Account	09/24/2026	$ 345,882.74	Schedule C
Payroll Check Account	10/01/2026	$ 3,699.46	Schedule D
Accounts Payable Check Account	10/01/2026	$ 332,125.49	Schedule E
		$ 2,445,442.02	

Total Disbursements: -

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

RECEIVED
OCT 6 2026
CITY CLERK'S OFFICE

Prepared by Guadalupe Canez: _____

Verified by Finance: Miguel Ramirez

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

City of San Luis

Payment Register

From Payment Date: 9/14/2026 - To Payment Date: 9/17/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
116393	09/17/2026	Open			Accounts Payable	ADOT MVD	$9.10		
116394	09/17/2026	Open			Accounts Payable	AGILE OCCUPATIONAL MEDICINE, PC	$60.00		
116395	09/17/2026	Open			Accounts Payable	AIRWAVE COMMUNICATIONS INC	$3,212.05		
116396	09/17/2026	Open			Accounts Payable	ARAGON, IRMA	$1,700.00		
116397	09/17/2026	Open			Accounts Payable	ARCTIC GLACIER USA INC	$272.60		
116398	09/17/2026	Open			Accounts Payable	AT&T MOBILITY LLC	$5,703.88		
116399	09/17/2026	Voided		09/17/2026	Accounts Payable	BARNETT, OSCAR	$64.00		
116400	09/17/2026	Open			Accounts Payable	BARRAGAN, JOSE	$90.00		
116401	09/17/2026	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$1,955.18		
116402	09/17/2026	Open			Accounts Payable	CABLE & WIRELESS TECHNOLOGIES, INC	$371.05		
116403	09/17/2026	Open			Accounts Payable	CARLOS NEON SIGNS	$378.88		
116404	09/17/2026	Open			Accounts Payable	CARO MAGANA, VICTOR, H	$197.28		
116405	09/17/2026	Open			Accounts Payable	CENTURYLINK	$5,185.45		
116406	09/17/2026	Open			Accounts Payable	CENTURYLINK	$104.92		
116407	09/17/2026	Open			Accounts Payable	CHASSIS DYNAMICS LLC	$3,754.89		
116408	09/17/2026	Open			Accounts Payable	CRUZ, JOEL	$159.41		
116409	09/17/2026	Open			Accounts Payable	DAVE BANG ASSOC. INC.	$4,201.76		
116410	09/17/2026	Open			Accounts Payable	DBG FLOORING LLC	$3,082.40		
116411	09/17/2026	Open			Accounts Payable	DUARTE, YIGAL	$98.00		
116412	09/17/2026	Open			Accounts Payable	EMPIRE MACHINERY	$2,250.20		
116413	09/17/2026	Open			Accounts Payable	ESPARZA, ARMANDO	$108.00		
116414	09/17/2026	Open			Accounts Payable	ESPINOZA, ROGER	$179.00		
116415	09/17/2026	Open			Accounts Payable	FERRELLGAS, LP	$12.80		
116416	09/17/2026	Open			Accounts Payable	FITZGIBBONS LAW OFFICES, P.L.C.	$2,090.00		
116417	09/17/2026	Open			Accounts Payable	GARCIA, JOSE, E.	$50.00		
116418	09/17/2026	Open			Accounts Payable	GUTIERREZ CANALES ENGINEERING P.C.	$127,117.40		
116419	09/17/2026	Open			Accounts Payable	HACH COMPANY	$665.32		
116420	09/17/2026	Open			Accounts Payable	HD SUPPLY, INC.	$360.64		
116421	09/17/2026	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	$230.54		
116422	09/17/2026	Open			Accounts Payable	INTERNATIONAL CODE COUNCIL	$369.39		
116423	09/17/2026	Open			Accounts Payable	LEGROS, BRIAN, SEAN	$1,516.08		
116424	09/17/2026	Open			Accounts Payable	LOPEZ, ENRIQUE	$49.00		
116425	09/17/2026	Open			Accounts Payable	LOPEZ, OSCAR	$50.00		
116426	09/17/2026	Open			Accounts Payable	LOPEZ CRUZ, LAURA	$50.00		
116427	09/17/2026	Open			Accounts Payable	MENDOZA, JHOVANA, MARIE	$360.13		
116428	09/17/2026	Open			Accounts Payable	MOLINA, KATHY, ALEJANDRA	$1,500.00		
116429	09/17/2026	Open			Accounts Payable	ORTEGA, KEYLA	$100.00		
116430	09/17/2026	Open			Accounts Payable	PEREDA, JOSE	$194.00		
116431	09/17/2026	Open			Accounts Payable	PITNEY BOWES INC.	$536.60		
116432	09/17/2026	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	$216.80		
116433	09/17/2026	Open			Accounts Payable	PRIETO, ERNESTO	$200.00		
116434	09/17/2026	Open			Accounts Payable	QUINONEZ, FRANCISCO	$330.00		
116435	09/17/2026	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	$2,257.94		

SCHEDULE A

City of San Luis

Payment Register

From Payment Date: 9/14/2026 - To Payment Date: 9/17/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
116436	09/17/2026	Open			Accounts Payable	REMINGTON INDUSTRIAL SUPPLY LLC	$296.91		
116437	09/17/2026	Open			Accounts Payable	RENTERIA, EDGAR	$194.00		
116438	09/17/2026	Open			Accounts Payable	REYES, DENISSE	$50.00		
116439	09/17/2026	Voided		09/17/2026	Accounts Payable	SANCHEZ, TOMAS, A	$64.00		
116440	09/17/2026	Open			Accounts Payable	STRATTON HATS, INC	$427.86		
116441	09/17/2026	Open			Accounts Payable	STUDIO CERO NUEVE DESIGNS	$797.04		
116442	09/17/2026	Open			Accounts Payable	THE LOZANO LAW FIRM PLLC	$400.00		
116443	09/17/2026	Voided		09/17/2026	Accounts Payable	VERA, EULOGIO	$84.00		
116444	09/17/2026	Open			Accounts Payable	VILLEGAS, ROMUALDO	$50.00		
116445	09/17/2026	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	$5,410.42		
116446	09/17/2026	Open			Accounts Payable	WAL-MART	$100.00		
116447	09/17/2026	Open			Accounts Payable	WRIGHT-WAY FAMILY LLC	$2,123.57		
116448	09/17/2026	Open			Accounts Payable	XEROX CORPORATION	$1,771.97		
116449	09/17/2026	Open			Accounts Payable	BARNETT, OSCAR	$81.00		
116450	09/17/2026	Open			Accounts Payable	SANCHEZ, TOMAS, A	$81.00		
116451	09/17/2026	Open			Accounts Payable	VALENCIA, ADALBERTO	$112.36		
116452	09/17/2026	Open			Accounts Payable	VERA, EULOGIO	$101.00		
Type Check Totals:					60 Transactions		$183,539.82		
EFT									
10428	09/17/2026	Open			Accounts Payable	CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST	$411,106.06		
10429	09/17/2026	Open			Accounts Payable	4 IMPRINT	$3,500.34		
10430	09/17/2026	Open			Accounts Payable	AIRGAS, INC.	$67.48		
10431	09/17/2026	Open			Accounts Payable	AMAZON.COM SALES, INC.	$12,415.76		
10432	09/17/2026	Open			Accounts Payable	ARIZONA MEDICAL WASTE	$262.50		
10433	09/17/2026	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	$267,245.00		
10434	09/17/2026	Open			Accounts Payable	ARIZONA STATE TREASURER	$51,813.94		
10435	09/17/2026	Open			Accounts Payable	ARIZONA SUPREME COURT	$11,809.66		
10436	09/17/2026	Open			Accounts Payable	BILL ALEXANDER FORD	$3,400.75		
10437	09/17/2026	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$3,056.37		
10438	09/17/2026	Open			Accounts Payable	BTE BODY COMPANY INC	$5,885.33		
10439	09/17/2026	Open			Accounts Payable	CDWG	$6,384.45		
10440	09/17/2026	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	$6,916.09		
10441	09/17/2026	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	$954.87		
10442	09/17/2026	Open			Accounts Payable	CMI INC.	$264.18		
10443	09/17/2026	Open			Accounts Payable	CORE & MAIN LP	$4,045.00		
10444	09/17/2026	Open			Accounts Payable	CROWN AWARDS	$166.93		
10445	09/17/2026	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$188.75		
10446	09/17/2026	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$1,089.70		
10447	09/17/2026	Open			Accounts Payable	DESERT WATER STORE INC	$936.49		
10448	09/17/2026	Open			Accounts Payable	DIGITAL ROOM LLC	$214.57		
10449	09/17/2026	Open			Accounts Payable	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.	$7,030.21		
10450	09/17/2026	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$135.00		
10451	09/17/2026	Open			Accounts Payable	FRUTH GROUP INC	$98.68		

City of San Luis

Payment Register

From Payment Date: 9/14/2026 - To Payment Date: 9/17/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
10452	09/17/2026	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$784.00		
10453	09/17/2026	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$1,777.35		
10454	09/17/2026	Open			Accounts Payable	KEYENCE CORP. OF AMERICA	$51.88		
10455	09/17/2026	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	$1,502.50		
10456	09/17/2026	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	$66,012.10		
10457	09/17/2026	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	$80.00		
10458	09/17/2026	Open			Accounts Payable	MIKE'S METAL WORKS, INC	$660.00		
10459	09/17/2026	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	$2,424.77		
10460	09/17/2026	Open			Accounts Payable	POLAR ICE LLC	$188.21		
10461	09/17/2026	Open			Accounts Payable	RUSH TRUCK CENTER	$3,302.80		
10462	09/17/2026	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$3,200.00		
10463	09/17/2026	Open			Accounts Payable	SIMS MACKIN, LTD.	$275.00		
10464	09/17/2026	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$7,813.20		
10465	09/17/2026	Open			Accounts Payable	SOUTHWEST MERCH LLC	$66.50		
10466	09/17/2026	Open			Accounts Payable	SPECTRUM BUSINESS	$6,800.61		
10467	09/17/2026	Open			Accounts Payable	STRONG, CAMERON, T	$4,900.00		
10468	09/17/2026	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	$1,250.69		
10469	09/17/2026	Open			Accounts Payable	ULINE, INC.	$660.87		
10470	09/17/2026	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$4,368.42		
10471	09/17/2026	Open			Accounts Payable	WILLDAN FINANCIAL SERVICES	$7,010.00		
10472	09/17/2026	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	$220.59		
10473	09/17/2026	Open			Accounts Payable	YUMA SUN INC	$918.00		
					46 Transactions		$913,255.60		

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

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	57	$183,327.82	$0.00

City of San Luis

Payment Register

From Payment Date: 9/14/2026 - To Payment Date: 9/17/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	$0.00		$0.00	
					Voided	3	$212.00		$0.00	
					Stopped	0	$0.00		$0.00	
					Total	60	$183,539.82		$0.00	

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	46	$913,255.60	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	46	$913,255.60	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	103	$1,096,583.42	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	3	$212.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	106	$1,096,795.42	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**57**	**$183,327.82**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**3**	**$212.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**60**	**$183,539.82**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**46**	**$913,255.60**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**46**	**$913,255.60**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**103**	**$1,096,583.42**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**3**	**$212.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**106**	**$1,096,795.42**	**$0.00**

Guadalupe Canez

Pay Day Register

Pay Date Range 09/05/26 - 09/18/26

Pay Batch 202620

Pay Batch 202620 Total

Employees in Pay Batch 363

Female Employees in Pay Batch 103

Hours Description	Hours	Gross
100 - REGULAR	24,124.0000	664,933.66
1001 - LEAVE WITHOUT PAY	125.2500	.00
1005 - BEREAVEMENT	96.0000	2,557.44
1007 - ON CALL WORKED HOURS	14.0000	368.59
1009 - PART TIME	471.0000	7,613.17
1010 - PART TIME FIREFIGHTERS	127.2500	2,949.46
1012 - LEAVE WITH PAY	30.0000	888.30
201 - OVERTIME	2,307.5000	93,568.69
202 - OP STONE GARDEN- O.T.	560.0000	30,093.77
2023 - FMLA - SICK LEAVE	141.6700	4,369.07
2024 - FMLA - VACATION LEAVE	39.3600	1,309.65
203 - DUI OVERTIME	16.0000	697.68
2036 - MARSHALS OT	20.0000	935.70
2038 - FMLA - LEAVE WITHOUT	47.9700	.00
210 - SRO	250.0000	8,439.55
300 - VACATION EARNED	1,375.1400	.00
301 - VACATION USED	1,206.6200	35,761.40
400 - SICK EARNED	1,329.8200	.00
405 - SCHEDULED SICK LEAVE	189.8600	5,765.39
406 - UNSCHEDULED SICK LEAVE	515.6200	13,494.83
501 - WC PUBLIC SAFETY USED	48.0000	966.24
503 - STAND-BY PAY	896.7500	1,793.50
701 - HOLIDAY	2,530.0000	73,700.68
704 - FIRE HOLIDAY EARNED	667.8000	.00
706 - HOLIDAY WORKED HOURS	277.2500	11,421.39
808 - TAXABLE TRAVEL	.0000	198.00
809 - RETRO PAY	8.2000	240.45
900 - COMPENSATION EARNED	15.0000	.00
901 - COMPENSATION USED	43.5000	946.58
921 - STEP OVERTIME	28.0000	1,307.76
923 - BORDER FITNESS - GYM	.0000	275.00
932 - 24-7 GET FIT - GYM	.0000	1,512.00
965 - PD - STAND-BY PAY	.0000	1,289.00
967 - FD - SPECIAL ASSIGNEMNT	73.7500	147.50
Total	37,575.3100	$967,544.45

Withholdings and Deductions		Gross Base
Gross	967,544.45	
Imputed Income		
FEDERAL TAX WITHHOLDING	60,267.05	833,315.00
SOCIAL SECURITY TAX	59,987.79	967,544.45
MEDICARE	14,029.48	967,544.45
STATE WITHHOLDING	17,536.13	833,315.00
24-7 GET FIT- GYM	1,512.00	.00
AM. FIDELITY - HEALTH FSA	190.84	.00
AM. FIDELITY- ACCIDENT-POST	25.01	.00
AM. FIDELITY- ACCIDENT-PRE	482.20	.00
AM. FIDELITY- CANCER-POST	38.70	.00
AM. FIDELITY- CANCER-PRE TAX	146.90	.00
AM. FIDELITY- GCI -POST TAX	65.20	.00
AM. FIDELITY- GHI- PRE TAX	244.28	.00
AM. FIDELITY- LIFE -POST TAX	354.70	.00
AM. FIDELITY- TX LIFE -POST	184.69	.00
AZ COPS - SLPD	595.00	.00
AZ STATE RETIREMENT	59,629.93	502,358.26
BORDER GYM - GYM	275.00	.00
CHILD SUPPORT 2	383.63	.00
DEFERRED COMP - ROTH	1,450.00	.00
DEFERRED COMP - ROTH	293.72	11,356.57
DEFERRED COMPENSATION	2,755.00	.00
DEFERRED COMPENSATION	1,790.60	19,508.02
FOP/ALC	510.00	.00
GARNISHMENT - CA	347.53	.00
GARNISHMENT - CHILD	1,582.00	.00
IAFF- FIRE DEPT	1,630.00	.00
LEGAL SHIELD	49.83	.00
LONG TERM DISABILITY	552.60	502,358.26
MANHATTANLIFE ASSURANCE	96.51	.00
MEX ONLY DENTAL - EE &	164.88	.00
MEX ONLY DENTAL - EE &	468.87	.00
MEX ONLY DENTAL - EE &	219.84	.00
MEX ONLY HEALTH - EE & CH	685.90	.00
MEX ONLY HEALTH = S	568.82	.00
MEXICO ONLY HEALTH - EE &	3,226.50	.00
MEXICO ONLY HEALTH - EE &	960.26	.00
MISCELLANEOUS	810.62	.00

Benefits		Gross Base
ASRS ALTERNATE	706.49	7,476.00
AZ STATE RETIREMENT	59,629.93	502,358.26
DENTAL = FAMILY	417.90	.00
LONG TERM DISABILITY	552.60	502,358.26
MEDICAL MEX ONLY - EE &	2,785.20	.00
MEDICAL MEX ONLY - EE &	13,014.72	.00
MEDICAL MEX ONLY - EE &	3,899.28	.00
MEDICAL MEX ONLY - EE ONLY	5,119.04	.00
MEX & US HEALTH = EE	64,454.52	.00
MEX ONLY DENTAL - EE &	128.16	.00
MEX ONLY DENTAL - EE &	360.62	.00
MEX ONLY DENTAL - EE &	170.88	.00
MEX ONLY DENTAL - EE ONLY	236.06	.00
PSPRS - ALTERNATE	328.70	4,108.81
PSPRS FIRE DB NORM - TIER 1	12,509.11	99,357.49
PSPRS FIRE DB NORM - TIER 2	1,503.07	11,938.58
PSPRS FIRE DB NORM - TIER 3	11,786.95	136,107.95
PSPRS FIRE DB UNFUND - TIER	1,738.75	99,357.49
PSPRS FIRE DB UNFUND - TIER	208.93	11,938.58
PSPRS FIRE DB UNFUND - TIER	2,755.18	137,074.19
PSPRS POLICE DB NORM - TIER	5,443.39	59,751.75
PSPRS POLICE DB NORM - TIER	1,154.91	12,677.29
PSPRS POLICE DB NORM - TIER	7,872.02	90,901.18
PSPRS POLICE DB UNFUND -	2,856.13	59,751.75
PSPRS POLICE DB UNFUND -	605.97	12,677.29
PSPRS POLICE DB UNFUND -	4,599.57	90,901.18
STANDARD LIFE	3,203.21	.00
STANDARD LTD	2,378.06	439,076.69
STANDARD STD	4,985.09	.00
U.S. MEX DENTAL - EE &	334.74	.00
U.S. MEX DENTAL - EE &	111.58	.00
US & MEX DENTAL - EE	3,027.84	.00
US & MEX HEALTH = C	27,519.48	.00
US & MEX HEALTH = FAMILY	31,572.72	.00
US & MEX HEALTH = SP	8,408.73	.00
VISION - SINGLE	1,223.35	.00
VSP- VISION	561.75	.00
Total	$288,164.63	

SCHEDULE B

Pay Day Register

Pay Date Range 09/05/26 - 09/18/26
Pay Batch 202620

PAC FUND- FIRE DEPT.	151.00	.00
PS DEFERRED COMP - ROTH	1,192.50	.00
PS DEFERRED COMP - ROTH	1,430.20	27,180.34
PS DEFERRED COMP TIAA -	1,266.88	19,814.63
PS DEFERRED COMPENSATION	1,972.00	.00
PSPRS FIRE DB RATE - TIER 1a	6,076.01	79,425.03
PSPRS FIRE DB RATE - TIER 1b	1,524.83	19,932.46
PSPRS FIRE DB RATE - TIER 2	913.31	11,938.58
PSPRS FIRE DB RATE - TIER 3	11,786.95	136,107.95
PSPRS POLICE DB RATE - TIER	2,774.68	36,270.52
PSPRS POLICE DB RATE - TIER	1,796.31	23,481.23
PSPRS POLICE DB RATE - TIER 2	969.81	12,677.29
PSPRS POLICE DB RATE - TIER 3	7,872.02	90,901.18
STANDARD LIFE ADDTNL	800.71	.00
TRANSWESTERN MEXICAN	95.00	.00
U.S. MEX DENTAL - EE &	431.13	.00
U.S. MEX DENTAL - EE &	143.71	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	538.02	.00
US & MEX HEALTH = C	6,776.64	.00
US & MEX HEALTH = FAMILY	7,774.65	.00
US & MEX HEALTH = S	7,161.96	.00
US & MEX HEALTH = SP	2,070.64	.00
VSP - VISION CHILDREN	216.07	.00
VSP - VISION FAMILY	365.22	.00
VSP - VISION SPOUSE	167.28	.00
Net	$667,150.91	

Employer Taxes		Gross Base
MEDICARE	14,029.48	967,544.45
SOCIAL SECURITY TAX	59,987.79	967,544.45
SUTA/UNEMPLOYMENT	5,548.51	924,720.23
Total	$79,565.78	

Workers' Comp		Gross Base
Ambulance EMT Search &	5,278.21	111,120.32
ANIMAL CONTROL OFFICERS	99.67	4,429.85
ATTORNEY- ALL & CLERICAL-	52.26	23,752.74
AUTO SERVICE/ REPAIR	323.10	11,580.40
BUILDING- NOC OPER BY	981.34	27,110.12
BUS COMPANY AND DRIVERS	81.63	1,478.88
CLERICAL OFFICE/ LIBRARY/	527.61	219,810.62
Electrician	79.68	2,537.60
FIREFIGHTERS & DRIVERS	7,113.84	149,765.11
GARBAGE/ ASH/ REFUSE	588.05	9,408.81
Homemaker Service	49.02	2,140.62
Motion Picture Production	17.76	2,731.88
MUNICIPAL/ TOWN/	1,027.48	58,713.63
PARKS- NOC ALL EMPLOYEES	900.62	29,052.19
POLICE OFFICERS	9,142.12	192,465.52
RECREATION- ALL EMPLOYEES/	237.61	17,343.17
SEWAGE DISPOSAL/ PLANT	1,552.92	45,143.36
Street or Road Construction	2,880.89	32,626.34
WATERWORKS OPERATIONS	913.76	26,333.29
Total	$31,847.57	

Direct Deposits	Amount
1st Bank Yuma	41,210.78
ACADEMY BANK	1,571.00
Ally Bank	1,662.10
AVENIR FINANCIAL	56,336.24
Bank of America	3,051.46
Bankcorp	2,087.55
BANKCORP BANK	2,121.80
CAPITAL ONE	2,867.63
Charles Sch	350.00
Chase Bank	307,570.00
CHASE BANK CA	4,961.85
CHASE BANK MORGAN	2,043.02
CHASE BANK TX	1,500.00
chase centro	2,280.63

Pay Day Register

Pay Date Range 09/05/26 - 09/18/26

Pay Batch 202620

Cross River Bank	390.82
discover	750.00
EVOLVE BANK AND TRUST	143.30
FF CREDIT UNION	2,771.73
FIDELITY	431.83
FIREFIGHTER FIRST CREDIT UNION	20,573.34
HUGHES FCU	3,585.06
MECHNICS BANK	279.64
National Bank	1,327.70
National Police FCU	400.00
Navy Federal	40,319.37
NBKC Bank - Acorns	1,172.47
NetSpend Corporation DD	120.00
One Pay	600.00
OneAZ Credit Union	3,315.61
PATHWARD	3,163.39
SOFI BANK	3,581.70
Sunbank	1,990.62
THE FOOTHILLS BANK	2,381.47
US Bank	1,690.75
USAA FEDERAL SAVING	5,143.82
VANTAGE WEST	2,385.32
WASHINGTON FEDERAL	1,491.65
Wells Fargo	126,217.45
WELLS FARGO ARKANSAS	2,002.99
WELLS FARGO CA	6,730.90
WELLS FARGO CALE	263.92
Total	$662,838.91
Check	$4,312.00

9/23/26

City of San Luis

Payment Register

From Payment Date: 9/21/2026 - To Payment Date: 9/24/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
116453	09/23/2026	Open			Utility Management Refund	ACCO ENGINEERED SYSTEMS	$242.30		
116454	09/23/2026	Open			Utility Management Refund	ANDERSON, JESSICA & JUDITH	$67.33		
116455	09/23/2026	Open			Utility Management Refund	ARAIZA , RICARDO	$115.77		
116456	09/23/2026	Open			Utility Management Refund	ARNOLD, ADAM H & JANET PORTILLO	$129.02		
116457	09/23/2026	Open			Utility Management Refund	BUSTAMANTE NAVARRO, BRENDA	$37.56		
116458	09/23/2026	Open			Utility Management Refund	CAMPA CEBREROS, YOHANA	$188.77		
116459	09/23/2026	Open			Utility Management Refund	CAMPA, MAYRA & JOSE ABUNDIS	$110.52		
116460	09/23/2026	Open			Utility Management Refund	CAMPESINOS SIN FRONTERAS C/O EMMA TORRES	$421.38		
116461	09/23/2026	Open			Utility Management Refund	CAMPOY ANDRADE, CRISTINA	$207.43		
116462	09/23/2026	Open			Utility Management Refund	CARRILLO, RODRIGO, D	$339.94		
116463	09/23/2026	Open			Utility Management Refund	CORREA , ASTRID	$188.24		
116464	09/23/2026	Open			Utility Management Refund	FLORES, AURORA	$0.04		
116465	09/23/2026	Open			Utility Management Refund	GARCIA, OMAR	$84.19		
116466	09/23/2026	Open			Utility Management Refund	GONZALEZ, RAUL & ANGEL VERONICA	$13.23		
116467	09/23/2026	Open			Utility Management Refund	JUAREZ , NANCY	$166.99		
116468	09/23/2026	Open			Utility Management Refund	LLANEZ GALVEZ, FELIX, H	$23.96		
116469	09/23/2026	Open			Utility Management Refund	LRC CONSTRUCTION LLC	$22.02		
116470	09/23/2026	Open			Utility Management Refund	LRC CONSTRUCTION LLC	$20.35		
116471	09/23/2026	Open			Utility Management Refund	LUIS ENRIQUE HORTA MENDOZA & DULCE HORTA	$186.85		
116472	09/23/2026	Open			Utility Management Refund	MEJIA, SERVANDO & MARIA	$143.48		
116473	09/23/2026	Open			Utility Management Refund	MEZA LITZY & CHAVEZ WILBERTO F	$177.39		
116474	09/23/2026	Open			Utility Management Refund	MRM BUILDERS LLC	$2.40		
116475	09/23/2026	Open			Utility Management Refund	NUNEZ, MARIA ISABEL	$57.36		
116476	09/23/2026	Open			Utility Management Refund	OCHOA, CONSUELO & EBONJELINA	$159.16		
116477	09/23/2026	Open			Utility Management Refund	PADILLA, BERTHA	$0.03		

SCHEDULE C

City of San Luis

Payment Register

From Payment Date: 9/21/2026 - To Payment Date: 9/24/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
116478	09/23/2026	Open			Utility Management Refund	PERALTA, GEORGE	$302.34		
116479	09/23/2026	Open			Utility Management Refund	RAMIREZ HERNANDEZ, CESAR	$0.01		
116480	09/23/2026	Open			Utility Management Refund	RASCON, FRANCISCO A & JOCELYNNE M	$43.39		
116481	09/23/2026	Open			Utility Management Refund	RODRIGUEZ, PABLO, S	$89.84		
116482	09/23/2026	Open			Utility Management Refund	ROJO, SERGIO & YOMARA CAZARES	$41.22		
116483	09/23/2026	Open			Utility Management Refund	RUIZ, ROGELIO & FRANCES M RUIZ	$23.88		
116484	09/23/2026	Open			Utility Management Refund	SHAAIA, RAAD , N	$30.19		
116485	09/23/2026	Open			Utility Management Refund	TELLEZ, GERARDO & MARIA LAGUNAS	$0.01		
116486	09/23/2026	Open			Utility Management Refund	VELADOR NATALIE & TED H., MORGAN	$335.94		
116487	09/24/2026	Open			Accounts Payable	ARIZONA CONFERENCE OF POLICE & SHERIFFS	$595.00		
116488	09/24/2026	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	$347.53		
116489	09/24/2026	Open			Accounts Payable	FOP/ALC	$510.00		
116490	09/24/2026	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$1,965.63		
116491	09/24/2026	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
116492	09/24/2026	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$151.00		
116493	09/24/2026	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,630.00		
116494	09/24/2026	Open			Accounts Payable	ALONSO, FRANCIA	$52.94		
116495	09/24/2026	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$165.00		
116496	09/24/2026	Open			Accounts Payable	AQUADEI L.L.C.	$165.79		
116497	09/24/2026	Open			Accounts Payable	ARCTIC GLACIER USA INC	$300.60		
116498	09/24/2026	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	$1,078.54		
116499	09/24/2026	Open			Accounts Payable	ARREOLA, GRACIELA	$50.00		
116500	09/24/2026	Open			Accounts Payable	BEST BUY STORES, L.P.	$27.10		
116501	09/24/2026	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$8,180.85		
116502	09/24/2026	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$6,347.71		
116503	09/24/2026	Open			Accounts Payable	CASTILLO'S SOUTHWEST TOWING LLC.	$195.00		
116504	09/24/2026	Open			Accounts Payable	CENTRAL ARIZONA CHAPTER OF ICC	$200.00		
116505	09/24/2026	Open			Accounts Payable	CENTURYLINK	$69.97		
116506	09/24/2026	Open			Accounts Payable	DUARTE, YIGAL	$34.00		
116507	09/24/2026	Open			Accounts Payable	DURHAM'S FLEET SERVICES LLC	$3,489.29		
116508	09/24/2026	Open			Accounts Payable	ENCINAS, JOSE	$179.00		
116509	09/24/2026	Open			Accounts Payable	ENDRESS & HAUSER INC	$1,745.69		

City of San Luis

Payment Register

From Payment Date: 9/21/2026 - To Payment Date: 9/24/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
116510	09/24/2026	Open			Accounts Payable	ERFERT, RICK	$533.70		
116511	09/24/2026	Open			Accounts Payable	FIERRO VALDEZ, ELSY, MICHEL	$189.00		
116512	09/24/2026	Open			Accounts Payable	FIGUEROA, MANUEL	$6,582.10		
116513	09/24/2026	Open			Accounts Payable	GASTELUM RASCON, SANTIAGO, YAHEL	$315.00		
116514	09/24/2026	Open			Accounts Payable	HACH COMPANY	$2,530.20		
116515	09/24/2026	Open			Accounts Payable	HD SUPPLY, INC.	$1,851.38		
116516	09/24/2026	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	$115.88		
116517	09/24/2026	Open			Accounts Payable	JUAREZ, NANCY	$143.00		
116518	09/24/2026	Open			Accounts Payable	MARTINEZ, ARMANDO	$154.00		
116519	09/24/2026	Open			Accounts Payable	MEMBERSHIP LOCKBOX 4047	$2,910.00		
116520	09/24/2026	Open			Accounts Payable	MILLER, DAMIAN	$143.00		
116521	09/24/2026	Open			Accounts Payable	MONTES, ARNOLD	$200.00		
116522	09/24/2026	Open			Accounts Payable	MORENO, ALBERT	$154.00		
116523	09/24/2026	Open			Accounts Payable	MR. B'S BICYCLES	$598.78		
116524	09/24/2026	Open			Accounts Payable	MUNOZ, CLARISSA	$175.00		
116525	09/24/2026	Open			Accounts Payable	NATIONAL ASSOCIATION OF GOVERNMENT COMMUNICATORS	$790.00		
116526	09/24/2026	Open			Accounts Payable	NOBLE SUPPLY & LOGISTICS, LLC	$19,350.00		
116527	09/24/2026	Open			Accounts Payable	ORDAZ, RODOLFO	$149.45		
116528	09/24/2026	Open			Accounts Payable	PIERCE COLEMAN PLLC	$25,500.00		
116529	09/24/2026	Open			Accounts Payable	RAMIREZ, EDUARDO	$475.00		
116530	09/24/2026	Open			Accounts Payable	REPUBLIC SERVICES, INC.	$250.00		
116531	09/24/2026	Open			Accounts Payable	REYES BARRIOS, ERICK, ALAN	$270.00		
116532	09/24/2026	Open			Accounts Payable	REYNOSO, NIGEL	$143.00		
116533	09/24/2026	Open			Accounts Payable	RODARTE, RODRIGO	$475.00		
116534	09/24/2026	Open			Accounts Payable	ROJAS, JUAN	$120.00		
116535	09/24/2026	Open			Accounts Payable	SEPULVEDA, MANUEL	$70.00		
116536	09/24/2026	Open			Accounts Payable	THE HOME DEPOT	$4,211.60		
116537	09/24/2026	Open			Accounts Payable	VALENCIA, LINO	$179.00		
116538	09/24/2026	Open			Accounts Payable	WALTZ OUTFITTING LLC	$74,545.64		
Type Check Totals:					86 Transactions		$174,590.90		
EFT									
10474	09/24/2026	Open			Accounts Payable	AMAZON.COM SALES, INC.	$1,877.34		
10475	09/24/2026	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$16,818.44		
10476	09/24/2026	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	$170.21		
10477	09/24/2026	Open			Accounts Payable	CITY OF YUMA	$78,147.37		
10478	09/24/2026	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$145.50		
10479	09/24/2026	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	$5,251.69		
10480	09/24/2026	Open			Accounts Payable	DESERT WATER STORE INC	$161.92		
10481	09/24/2026	Open			Accounts Payable	DIGITAL ROOM LLC	$143.98		
10482	09/24/2026	Open			Accounts Payable	ESCALANTE LEAL, ESTELA	$252.00		
10483	09/24/2026	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$660.00		
10484	09/24/2026	Open			Accounts Payable	FRUTH GROUP INC	$1,408.47		
10485	09/24/2026	Open			Accounts Payable	GARCIA, JESUS	$450.00		
10486	09/24/2026	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$14,258.86		
10487	09/24/2026	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	$16,437.75		

City of San Luis

Payment Register

From Payment Date: 9/21/2026 - To Payment Date: 9/24/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
10488	09/24/2026	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	$27.86		
10489	09/24/2026	Open			Accounts Payable	LESLIE'S POOLMART INC.	$155.39		
10490	09/24/2026	Open			Accounts Payable	LOOMIS	$2,303.57		
10491	09/24/2026	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	$360.00		
10492	09/24/2026	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	$1,452.96		
10493	09/24/2026	Open			Accounts Payable	POLAR ICE LLC	$193.75		
10494	09/24/2026	Open			Accounts Payable	PURCHASE POWER	$6,995.00		
10495	09/24/2026	Open			Accounts Payable	REPUBLIC SERVICES, INC.	$16,098.94		
10496	09/24/2026	Open			Accounts Payable	ROACH PEST CONTROL	$1,400.00		
10497	09/24/2026	Open			Accounts Payable	SEBIS DIRECT INC.	$1,105.26		
10498	09/24/2026	Open			Accounts Payable	SOUTHWEST MERCH LLC	$60.00		
10499	09/24/2026	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$3,288.60		
10500	09/24/2026	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$1,499.19		
10501	09/24/2026	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	$167.79		
					28 Transactions		$171,291.84		

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

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	$174,590.90	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	86	$174,590.90	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	28	$171,291.84	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	28	$171,291.84	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount

City of San Luis

Payment Register

From Payment Date: 9/21/2026 - To Payment Date: 9/24/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	114	$345,882.74		$0.00	
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Stopped	0	$0.00		$0.00	
					Total	114	$345,882.74		$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**86**	**$174,590.90**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**86**	**$174,590.90**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**28**	**$171,291.84**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**28**	**$171,291.84**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**114**	**$345,882.74**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**114**	**$345,882.74**	**$0.00**

Guadalupe Canez

Pay Day Register

Pay Date Range 10/01/26 - 10/31/26
Pay Batch 2026M10

Pay Batch 2026M10 Total
Employees in Pay Batch 7
Female Employees in Pay Batch 3

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

Withholdings and Deductions		Gross Base
Gross	7,550.00	
Imputed Income		
FEDERAL TAX WITHHOLDING	78.61	4,469.16
SOCIAL SECURITY TAX	468.10	7,550.00
MEDICARE	109.47	7,550.00
STATE WITHHOLDING	111.54	4,469.16
ASRS Council	213.66	1,800.00
ASRS LTD Council	1.98	1,800.00
Council Retirement EORP	117.00	900.00
Dental Council	133.33	.00
EODCRS - COUNCIL	388.00	4,850.00
EODCRS - DISABILITY	6.79	4,850.00
Medical Council	2,180.24	.00
Vision Council	41.82	.00
Net	$3,699.46	

Benefits		Gross Base
ASRS Council	213.66	1,800.00
ASRS LTD Council	1.98	1,800.00
ASRS/EORP - LEGACY RATE	1,052.28	1,800.00
Dental Council	249.44	.00
EODCRS - COUNCIL	291.00	4,850.00
EODCRS - DISABILITY	6.79	4,850.00
EODCRS/EORP LEGACY RATE	2,599.60	4,850.00
Health Council	10,214.11	.00
Retirement Council EORP	633.96	900.00
Vision Council	76.98	.00
Total	$15,339.80	

Employer Taxes		Gross Base
MEDICARE	109.47	7,550.00
SOCIAL SECURITY TAX	468.10	7,550.00
SUTA/UNEMPLOYMENT	45.29	7,550.00
Total	$622.86	

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

Direct Deposits	Amount
1st Bank Yuma	1,329.54
CAPITAL ONE	640.35
Chase Bank	1,093.49
Navy Federal	30.74
Wells Fargo	605.34
Total	$3,699.46

Check $0.00

10/1/26

SCHEDULE D

City of San Luis

Payment Register

From Payment Date: 9/28/2026 - To Payment Date: 10/1/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
116539	09/29/2026	Open			Utility Management Refund	AVINA, JOSE	$117.55		
116540	10/01/2026	Open			Accounts Payable	APS	$50.00		
116541	10/01/2026	Open			Accounts Payable	APS	$12,148.43		
116542	10/01/2026	Open			Accounts Payable	ARCTIC GLACIER USA INC	$300.60		
116543	10/01/2026	Open			Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	$6,250.05		
116544	10/01/2026	Open			Accounts Payable	ARIZONA STATE UNIVERSITY	$5,000.00		
116545	10/01/2026	Open			Accounts Payable	AT&T MOBILITY LLC	$8,903.84		
116546	10/01/2026	Open			Accounts Payable	BALLESTEROS, BRIAN	$30.00		
116547	10/01/2026	Open			Accounts Payable	BOTELLO, EMMANUEL	$91.00		
116548	10/01/2026	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$5,356.90		
116549	10/01/2026	Open			Accounts Payable	CAMPA, JOAQUIN	$145.00		
116550	10/01/2026	Open			Accounts Payable	CANON FINANCIAL SERVICES, INC	$1,276.70		
116551	10/01/2026	Open			Accounts Payable	CARAPIA, JOSE, GERARDO	$200.00		
116552	10/01/2026	Open			Accounts Payable	CARDENAS, ERNESTO	$23.74		
116553	10/01/2026	Open			Accounts Payable	CASTILLO'S SOUTHWEST TOWING LLC.	$195.00		
116554	10/01/2026	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	$859.00		
116555	10/01/2026	Open			Accounts Payable	COVARRUBIAS, FATIMA , N	$184.08		
116556	10/01/2026	Open			Accounts Payable	DPE CONSTRUCTION, INC	$123,604.65		
116557	10/01/2026	Open			Accounts Payable	EDWARDS & AMATO P.C.	$6,845.00		
116558	10/01/2026	Open			Accounts Payable	FERRELLGAS, LP	$12.80		
116559	10/01/2026	Open			Accounts Payable	HD SUPPLY, INC.	$1,354.28		
116560	10/01/2026	Open			Accounts Payable	HERRERA PADILLA, YOMAYRA	$142.85		
116561	10/01/2026	Open			Accounts Payable	HORIZON DISTRIBUTORS INC.	$118.51		
116562	10/01/2026	Voided		10/01/2026	Accounts Payable	JIMENEZ, MARTHA	$113.00		
116563	10/01/2026	Open			Accounts Payable	LAWSON PRODUCTS INC.	$771.07		
116564	10/01/2026	Open			Accounts Payable	LEVATA US LLC	$2,507.73		
116565	10/01/2026	Open			Accounts Payable	LOCAL FIRST ARIZONA FOUNDATION	$5,000.00		
116566	10/01/2026	Open			Accounts Payable	MATA CONTRERAS, JOSE	$100.00		
116567	10/01/2026	Open			Accounts Payable	MENDOZA, JHOVANA, MARIE	$139.87		
116568	10/01/2026	Open			Accounts Payable	MUVZ INC	$1,226.51		
116569	10/01/2026	Open			Accounts Payable	NORWOOD EQUIPMENT INC.	$1,736.83		
116570	10/01/2026	Open			Accounts Payable	NOVA BIOMEDICAL CORPORATION	$576.00		
116571	10/01/2026	Open			Accounts Payable	NPG OF YUMA-EL CENTRO LLC	$500.00		
116572	10/01/2026	Open			Accounts Payable	PEREDA, JOSE	$91.00		
116573	10/01/2026	Open			Accounts Payable	PEREZ LOPEZ, ANJEL, ADOLFO	$1,200.00		
116574	10/01/2026	Open			Accounts Payable	PRIETO, ERNESTO	$91.00		
116575	10/01/2026	Open			Accounts Payable	PUREOPS LLC	$6,616.26		
116576	10/01/2026	Open			Accounts Payable	QUINONEZ, FRANCISCO	$165.00		
116577	10/01/2026	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	$1,994.95		
116578	10/01/2026	Open			Accounts Payable	REMINGTON INDUSTRIAL SUPPLY LLC	$28.35		
116579	10/01/2026	Open			Accounts Payable	VALDEZ, ISAAC, PATRICIO	$150.00		
116580	10/01/2026	Open			Accounts Payable	VILLA, CARLOS, ALBERTO	$250.00		

SCHEDULE E

City of San Luis

Payment Register

From Payment Date: 9/28/2026 - To Payment Date: 10/1/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
116581	10/01/2026	Open			Accounts Payable	WAL-MART	$165.00		
116582	10/01/2026	Open			Accounts Payable	XEROX CORPORATION	$214.68		
116583	10/01/2026	Open			Accounts Payable	YUK KING TSANG	$5,000.00		
116584	10/01/2026	Open			Accounts Payable	YUMA WINLECTRIC CO.	$786.81		
116585	10/01/2026	Open			Accounts Payable	ZARAGOZA, JOSE	$91.00		
Type Check Totals:					47 Transactions		$202,725.04		
EFT									
10502	09/28/2026	Open			Accounts Payable	ALSCO, INC	$3,779.48		
10503	09/28/2026	Open			Accounts Payable	AUTOZONE STORES, INC	$3,342.30		
10504	09/28/2026	Open			Accounts Payable	NICKLAUS ENGINEERING	$200.00		
10505	09/28/2026	Open			Accounts Payable	O'REILLY AUTO PARTS	$2,780.46		
10506	10/01/2026	Open			Accounts Payable	AMAZON.COM SALES, INC.	$126.21		
10507	10/01/2026	Open			Accounts Payable	ARIZONA MEDICAL WASTE	$129.76		
10508	10/01/2026	Open			Accounts Payable	ASSA ABLOY ENTRANCE SYSTEM US INC.	$287.50		
10509	10/01/2026	Open			Accounts Payable	AUTOZONE STORES, INC	$7,056.32		
10510	10/01/2026	Open			Accounts Payable	BILL ALEXANDER FORD	$29.81		
10511	10/01/2026	Open			Accounts Payable	BTE BODY COMPANY INC	$4,550.10		
10512	10/01/2026	Open			Accounts Payable	CDWG	$1,336.41		
10513	10/01/2026	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	$98.25		
10514	10/01/2026	Open			Accounts Payable	CORE & MAIN LP	$698.90		
10515	10/01/2026	Open			Accounts Payable	CUEVAS, CHRISTIAN	$50.00		
10516	10/01/2026	Open			Accounts Payable	CYBER MARKETING NETWORK, INC	$295.80		
10517	10/01/2026	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$37.75		
10518	10/01/2026	Open			Accounts Payable	DESERT WATER STORE INC	$128.40		
10519	10/01/2026	Open			Accounts Payable	DIGITAL ROOM LLC	$224.63		
10520	10/01/2026	Open			Accounts Payable	ECOVERDE, LLC	$1,745.10		
10521	10/01/2026	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	$15.63		
10522	10/01/2026	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	$443.03		
10523	10/01/2026	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$23,642.00		
10524	10/01/2026	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$10,245.69		
10525	10/01/2026	Open			Accounts Payable	HIREQUEST LLC	$5,720.75		
10526	10/01/2026	Open			Accounts Payable	I AM WELLNESS STUDIO, LLC	$200.00		
10527	10/01/2026	Open			Accounts Payable	KEYENCE CORP. OF AMERICA	$5,252.31		
10528	10/01/2026	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	$20,926.80		
10529	10/01/2026	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	$333.64		
10530	10/01/2026	Open			Accounts Payable	KTL&C, LLC.	$335.76		
10531	10/01/2026	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	$245.44		
10532	10/01/2026	Open			Accounts Payable	POLAR ICE LLC	$316.08		
10533	10/01/2026	Open			Accounts Payable	R.D. OFFUTT COMPANY	$749.50		
10534	10/01/2026	Open			Accounts Payable	RUSH TRUCK CENTER	$1,964.61		
10535	10/01/2026	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$700.00		
10536	10/01/2026	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$7,014.10		
10537	10/01/2026	Open			Accounts Payable	STRONG, CAMERON, T	$966.00		
10538	10/01/2026	Open			Accounts Payable	TELEFLEX MEDICAL INCORPORATED	$2,208.70		

City of San Luis

Payment Register

From Payment Date: 9/28/2026 - To Payment Date: 10/1/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
10539	10/01/2026	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	$1,588.19		
10540	10/01/2026	Open			Accounts Payable	ULINE, INC.	$6,930.77		
10541	10/01/2026	Open			Accounts Payable	VERIZON COMMUNICATIONS INC	$3,448.16		
10542	10/01/2026	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$1,783.09		
10543	10/01/2026	Open			Accounts Payable	WILLDAN ENGINEERING	$3,220.00		
10544	10/01/2026	Open			Accounts Payable	YUMA AUTO REBUILDERS LLC	$4,366.02		
Type EFT Totals:					43 Transactions		$129,513.45		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	46	$202,612.04	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$113.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	47	$202,725.04	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	43	$129,513.45	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	43	$129,513.45	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	$332,125.49	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$113.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	90	$332,238.49	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**46**	**$202,612.04**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$113.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**47**	**$202,725.04**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**43**	**$129,513.45**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**43**	**$129,513.45**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**89**	**$332,125.49**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$113.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**90**	**$332,238.49**	**$0.00**

Guadalupe Canez

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/14/2026
Department Head: Angel Ramirez, Fire Chief, Fire Department
Submitted By: Angel Ramirez, Fire Chief, Fire Department
Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of a new rescue truck from National Auto Fleet Group. **(Angel Ramirez, Fire Chief).**

SUMMARY:

The purchase of a new rescue truck is necessary to improve the San Luis Fire Department's operational efficiency, reduce unnecessary wear and tear on our frontline fire engines, and improve response times throughout the community. Currently, our fire engines are being utilized for a wide variety of emergency and non-emergency responses, including calls that could be handled more appropriately by a dedicated rescue unit. This additional workload contributes to increased mileage, mechanical wear, maintenance requirements, and downtime for our primary fire apparatus.

A dedicated rescue truck would allow us to assign the appropriate apparatus to each type of emergency, reducing the number of unnecessary responses by our larger fire engines. This would help extend the service life of our existing fleet and reduce long-term maintenance and repair costs. It would also allow our fire engines to remain available and ready for structure fires, vehicle extrications, hazardous incidents, and other emergencies where their specialized equipment and capabilities are essential.

The new rescue truck would also improve response times by providing a more efficient and appropriately equipped unit for medical and rescue-related calls. A smaller, dedicated rescue apparatus can respond more efficiently to these incidents while allowing our fire engines to remain strategically available for higher-priority emergencies. This improved deployment model would help ensure that the right resources are sent to the right call without unnecessarily tying up our frontline fire engines.

Investing in a new rescue truck is therefore an investment in both the department's equipment and the safety of our community. It will help reduce wear and tear on our existing fire engines, improve fleet reliability, lower long-term maintenance demands, and provide faster and more efficient emergency response. Most importantly, it will help ensure that the San Luis Fire Department has the appropriate resources available to provide timely and effective service to our growing community.

A quote was requested from National Auto Fleet Group to ensure that the City receives the best available price. The vehicle will be purchased utilizing Sourcewell Contract 081325-NAF as allowed by our procurement code 03.05.090, Cooperative Purchasing. The Fire Department is seeking council approval for the purchase of a 2026 GMC Sierra 1500 in the amount of $66,346.61 for the reasons mentioned.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF A NEW RESCUE TRUCK FROM NATIONAL AUTO FLEET GROUP IN THE AMOUNT OF $66,346.61, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$66,346.61
BUDGETED AMOUNT:	$100,000.00
AVAILABLE AMOUNT TO TRANSFER:	NONE
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-999-90000 General Fund Capital Outlay - Equipment Balance $663,316.48

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

The purchase of this equipment is included in the FY2027 budget.

Attachments

Cooperative Agreement

AGREEMENT TO PROVIDE SERVICE PURSUANT TO A COOPERATIVE PURCHASING CONTRACT

This Agreement is made and entered into by and between the City of San Luis, an Arizona municipal corporation, hereinafter designated as the "City" and National Auto Fleet Group, a division of Chevrolet of Watsonville, hereinafter designated as the "Contractor" for the purchase of a 2026 GMC Sierra 1500. City and Contractor may hereinafter be referred to individual as a "Party" or collectively as the "Parties."

Recitals

A. Contractor has contracted with Sourcewell pursuant to **Contract No. 081325-NAF** (the "Cooperative Purchasing Contract"), attached hereto as **Exhibit "A"** and incorporated herein; and; and

B. Pursuant to A.R.S. § 41-2631 et seq. and City Code § 3.05.090, the City has authority to utilize cooperative purchasing contracts and engage Contractors under the terms thereof.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Cooperative Purchasing Contract and this Agreement, and (ii) establishing the terms and conditions by which the Contractor may provide the City with the services, materials and/or equipment as more particularly set forth below (the "Services").

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

1. Scope of Work. Contractor shall provide the Services as detailed and described in the National Auto Fleet Group Quote for a 2026 GMC Sierra 1500 – City of San Luis, attached hereto as **Exhibit B**, which is incorporated herein by reference. As used in this Contract, all references in the Cooperative Purchasing Contract to Sourcewell shall mean the City.

2. Completion of Work. The Contractor shall provide the Services as provided for in the Quote.

3. Payment. The Contract Price is $66,346.61. Payment to the Contractor for the Services provided, shall be made in accordance with the price list and terms set forth in the Quote and Cooperative Purchasing Contract.

4. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement.

5. **Conflict of Interest.** The Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

6. **Agreement Subject to Appropriation.** The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

7. **Boycott of Israel.** To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

8. **Forced Labor Of Ethnic Uyghurs Prohibited.** Pursuant to A.R.S. § 35-394, by entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

9. **Conflicting Terms.** In the event of any inconsistency, conflict or ambiguity between this Agreement and the Cooperative Purchasing Contract, this Agreement shall govern.

10. **Counterparts.** This Agreement may be executed in any number of

counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of September, 2026.

CITY OF SAN LUIS:

By: _____
Nieves Riedel, Mayor

CONTRACTOR:

By: _____
(Signature)

Randy A Lester Sales Director
(Printed Name & Title)

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Joseph D. Estes, Interim City Attorney

EXHIBIT A
CONTRACT OF COOPERATIVE PURCHASING ENTITY

Attached:

- Sourcewell Contract No. 081325-NAF

Docusign Envelope ID: 1A447C9A-B7A6-44E0-BA71-2A3C5DF113AA

MASTER AGREEMENT #081325
CATEGORY: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories
SUPPLIER: 72 Hour LLC, dba National Auto Fleet Group

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC, dba National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for

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ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13, 2029, unless it is cancelled or extended as defined in this Agreement.

   a. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 081325 to Participating Entities. In Scope solutions include:

   a. Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks:

      i. Vehicles of the following types and classifications:
         (1) Automobiles: mini, subcompact, compact, coupe, sedan, and full size;
         (2) Sport Utility Vehicles: cross-over, light duty, and heavy duty;
         (3) Vans: passenger and cargo; and
         (4) Light Trucks: light duty, half-ton, three-quarter ton, and one ton.
      ii. Vehicles of the types and classifications in subsections 7 a. i. (1)-(4). above with upfitting designed for:
         (1) Public safety applications;
         (2) ADA and paratransit applications;
         (3) Service bodies and utility bed for light trucks; and
         (4) Equipment, lighting, technology, accessories, safety products, and upfitting services directly related to turnkey solutions for subsections 7 a. ii. (1)-(3).
      iii. A wide range of vehicles by seating or cargo configurations, drive train options, trim levels, and optional equipment offerings.
      iv. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are directly related to turnkey solutions for subsections 7 a. i. and 7 a. ii. above.

   Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

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9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

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conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or

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contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

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certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
    - Maintenance and management of this Agreement;
    - Timely response to all Sourcewell and Participating Entity inquiries; and
    - Participation in reviews with Sourcewell.

    Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

    The Report must contain the following fields:
    - Participating Entity Name (e.g., City of Staples Highway Department);
    - Participating Entity Physical Street Address;
    - Participating Entity City;
    - Participating Entity State/Province;
    - Participating Entity Zip/Postal Code;
    - Sourcewell Participating Entity Account Number;
    - Transaction Description;
    - Transaction Purchased Price;
    - Sourcewell Administrative Fee Applied; and
    - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

    If collected by Supplier, the Report may include the following fields as available:
    - Participating Entity Contact Name;
    - Participating Entity Contact Email Address;
    - Participating Entity Contact Telephone Number;

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7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

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15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under

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this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

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c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms

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of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

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Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/12/2025 | 12:32 PM CST

72 Hour LLC, dba National Auto Fleet Group

Signed by:
FACBB5730C1E467...

By: _____

Jesse Cooper

Title: Fleet Manager

Date: 11/12/2025 | 11:01 AM CST

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RFP 081325 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Friday August 01, 2025 12:01:47
Submitted On:	Sunday August 10, 2025 16:56:26
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	31d3edf8-96d1-4de1-b38c-173d68dcae06
Submitter's IP Address:	147.243.244.170

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	72 Hour LLC DBA: National Auto Fleet Group By: Jesse Cooper	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	72 Hour LLC has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group Chevrolet of Watsonville Watsonville Ford (WCAF LLC) Watsonville CDJR (WCDJR, LLC) Watsonville Fleet Group Clewiston Motor Company, inc Alan Jay Automotive Inc Alan Jay Ford Alan Jay CDJR Alan Jay Chrysler Jeep Inc Alan Jay Buick Alan Jay outlet Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Duns#: 023680653 Unique Entity ID: Y1FHD2Z1ZDY5 CAGE/NCAGE: 7ZXM2	*
5	Provide your NAICS code applicable to Solutions proposed.	441110 (New Car Dealers) 532112 (Passenger Car Leasing)	
6	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
7	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com 855-289-6572	*

10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Melvin Cooper President 490 Auto Center Drive Watsonville, CA 95076 831-722-4122	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	National Auto Fleet Group was founded in 2010 as a new division of 72 Hour LLC, born from a single dealership in Southern California with a bold vision for streamlined fleet solutions. Since then, we've expanded our reach to include a growing network of dealerships both within and beyond California, allowing us to serve public agencies and government entities with greater efficiency and scale. From day one, our company has embraced a people-first mindset by hiring from within, investing in long-term careers, and building a culture rooted in loyalty and growth. Many of our original Fleet Managers are still with us today, a reflection of our commitment to strong internal leadership and lasting relationships. As the automotive landscape has evolved, so have we by adapting to emerging technologies, sustainability trends, and industry innovations. And yet, our core values remain unchanged: integrity, service, and a deep responsibility to the members we serve. We live by our promise to deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place, at the RIGHT price. Proudly family-owned and operated, National Auto Fleet Group carries forward generations of automotive experience with a forward-looking approach. With future generations already preparing to carry the torch, we remain focused on delivering unmatched value and service for decades to come.	*
12	What are your company's expectations in the event of an award?	If awarded, this would mark our sixth Sourcewell contract, which is an achievement we're incredibly proud of. We're fully prepared to execute with the same precision, care, and commitment that has defined our previous partnerships with Sourcewell. Our expectations are simple: to continue delivering exceptional customer service, to raise the bar on satisfaction, and to deepen our value to your members. We plan to leverage this award to launch new growth strategies and expand the reach of our offerings to even more agencies across the country. As part of that growth, we're excited to introduce our Partner Program, detailed in the "Marketing Plan for NAFG 081325" attachment. This next-generation tool empowers members to choose preferred upfitters, creating a seamless quoting and service experience through National Auto Fleet Group. We believe there's immense value in building these flexible, member-driven partnerships and we're committed to providing turnkey solutions that are not just efficient, but genuinely satisfying from start to finish.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	To demonstrate National Auto Fleet Group's financial strength and stability we've uploaded current bank commitment letters under the Financial Strength section of the online application. We maintain a direct line of credit of $85,000,000, actively utilized to support our current and previous Sourcewell contracts. This line can be extended as needed to meet the evolving demands of Sourcewell members. To further reinforce our market position, we've included a summary of awarded government contracts that, collectively, represent hundreds of millions of dollars in vehicle and equipment deliveries under our existing Sourcewell agreement. In addition, we've provided letters of commitment from several of our nationally recognized upfitting partners, including The Knapheide Manufacturing Company, as well as regional leaders such as Phenix Truck Body in Southern California. These suppliers serve as trusted partners, offering localized support to help us fulfill orders efficiently and with precision. Lastly, we've attached supporting documentation to show the consistent growth we've achieved since receiving our first Sourcewell contract in 2012. We hope these materials clearly demonstrate our long-term commitment to financial integrity, operational excellence, and building trusted relationships with both our partner upfitters and the members we serve.	*
14	What is your US market share for the Solutions that you are proposing?	Across the brands and OEMs we represent, our estimated U.S. market share for the proposed Solutions falls between 60% and 75%. This strong presence reflects our deep partnerships, longstanding industry relationships, and consistent ability to deliver tailored fleet solutions nationwide.	*

15	What is your Canadian market share for the Solutions that you are proposing?	While it is difficult to precisely quantify Canadian market share for the brands and OEMs we represent, we estimate it aligns closely with our U.S. share, which is approximately 60% to 75%. This estimate reflects the consistent performance and availability of our represented brands across both markets.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is best described as option 'A' - a distributor/dealer/reseller and authorized dealer partner for over 17 OEM manufacturers. Our network includes major brands such as Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac, and Volkswagen. All orders are placed through franchised dealerships and titled directly to the purchasing member, ensuring compliance with all regulatory and manufacturer requirements. Supporting documentation, franchise agreements and seller's permits are authorization by the OEM's, including certifications, DMV authorizations, and factory licenses, can be found in the “Related Certification” section of this RFP submission. Please note: We do not offer used equipment under this contract.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer’s License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller’s permit license. All which NAFG and Dealer Partner’s hold. Please review our attachment documents in section “Related Certification” for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. Some of our Licenses are outlined here but not limited to: CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller’s Permit 101-135239 CA State Seller’s Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller’s Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller’s Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller’s Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not applicable. National Auto Fleet Group has not been suspended or debarred at any point within the past ten years.

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Over the past five years, National Auto Fleet Group has been honored with several industry recognitions that reflect our commitment to excellence in government sales. Most notably, we received top placement from Ford Motor Company as the leading dealership in Government Sales -a distinction we're especially proud of. Additionally, our performance with Chevrolet has earned consistent recognition from General Motors, with honors received in five out of the past six consecutive years. These awards speak to the strength of our partnerships, the dedication of our team, and our ongoing focus on delivering outstanding service to public sector clients nationwide.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Within our fleet division, approximately 90% of all sales over the past three years have been to governmental entities. This consistent focus reflects our deep experience and trusted relationships within the public sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Over the past three years, approximately 20% of our government sector sales have been to educational institutions, including K-12 districts, colleges, and universities. Education remains a key focus within our public sector partnerships.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	We currently hold the State of California contract, under which we have delivered between 200 and 500 units annually over the past three years. In addition, we have maintained multiple Sourcewell contracts—including 091521-NAF and 032824-NAF with combined quarterly sales totaling over $350 million across that same period. These cooperative purchasing agreements have been instrumental in expanding our reach and supporting consistent, large-scale fulfillment for public sector members nationwide.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's primary focus is on our Sourcewell contract, along with the State of California contract. We do not currently hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA). Our annual sales volume across these agreements is estimated to exceed $150 million over the past three years.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles, CA	Joe Casaletta	323-526-9233	*
City of Santa Monica, CA	Mark Zamora	310-458-8526	*
City of San Diego, CA	Ralph Monroy	619-527-7577	*
City of Jersey City, NJ	James Lovero	201-547-4423	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	National Auto Fleet Group operates with a robust combination of direct and indirect sales force personnel. Our direct sales force includes both in-house employees and partner dealership staff, totaling over 300 full-time and part-time individuals. These professionals are strategically located across the U.S., enabling us to support members nationwide. We also leverage strong relationships with larger-class dealerships to fulfill lower-class vehicle needs creating a versatile, cross-functional sales team that serves both our dealership network and the NAFG Fleet Division. Our indirect sales force includes more than 100 personnel from our upfitter and supplier partner network, and that number continues to grow each year. This collaborative network supports quoting, fulfillment, and customer service, ensuring our members receive turnkey solutions that are seamless from start to finish. Together, our direct and indirect teams have enabled NAFG to successfully grow, scale, and serve the evolving needs of Sourcewell members. As membership expands, we are fully committed to continuing that growth by bringing on additional staff to meet rising demand and, more importantly, exceed expectations.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our network of Authorized Sellers spans both the United States, supported by a strong franchise system built through our 17 proposed OEMs. Each of these manufacturers has established extensive dealer networks across North America, with factory-authorized stores strategically located to ensure all members have access to local service, support, and warranty coverage. This built-in infrastructure enables us to deliver Solutions efficiently and reliably no matter where a member is located within the US. With certified dealerships in all 50 U.S. states, we are equipped to provide responsive delivery, servicing, and warranty fulfillment with consistency and scale. NAFG feel's the North American automotive supply chain, particularly for the OEMs we represent, is one of the strongest and most reliable in the world. Our access to this network ensures that Sourcewell members receive the highest level of support from order to delivery and beyond.	*
28	Service force.	The 17 OEMs we represent offer access to thousands of authorized service centers and warranty repair facilities across the United States. This expansive service network ensures that Sourcewell members have convenient, reliable support no matter where they are located with service centers in every state. All OEM service locations are fully equipped to handle maintenance and warranty needs for their respective brands, providing timely and expert service that supports the full lifecycle of the vehicles we deliver. While service accessibility is generally comprehensive across the continental U.S., members in Alaska and Hawaii may experience greater distances between franchise locations, which could impact travel time to the nearest authorized service center. Even in those cases, we work closely with our OEM partners to coordinate support and minimize disruption.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Members can inquire about a new vehicle order process in three convenient ways: Online by visiting www.NationalAutoFleetGroup.com and using our step-by-step quote builder, By phone at 855-289-6572 to speak directly with a fleet representative, or By email at Fleet@NationalAutoFleetGroup.com. Once an order is submitted, National Auto Fleet Group handles all coordination, including processing the order with the manufacturer and managing the vehicle's path through any requested upfitting or customization. Depending on the needs of the member, vehicles are either routed to an upfitting partner or shipped directly to the desired end-user location. Throughout the process, our team remains the primary point of contact—managing communication, timelines, and logistics between the member, the manufacturer, and any third-party service providers. This ensures a streamlined, transparent, and responsive ordering experience from start to finish.	*
30	Demonstrate your ability and experience handling large order volumes for autos through light trucks.	National Auto Fleet Group has consistently managed and delivered large-scale vehicle orders from government and education members nationwide. Ranging from 5 to 927 units in a single order from cars, vans, SUV's to light trucks, including complex multi-upfitted units. Our ability to deliver large scale orders is supported not only by a streamlined digital ordering process, strong OEM partnerships, and a coast-to-coast dealer and supplier network but also our strong commitment from our banking partner Bank of America which opened up $ 85,000,000 for our use to fulfill orders. For example, through our Sourcewell contracts, over the past 12 years we've fulfilled hundreds of millions of dollars in vehicle orders—often involving high-volume orders that include detailed upfitting, title coordination, and multi-location delivery logistics. With our track record of thousands of units processed through platforms like our www.NationalAutoFleetGroup.com quote builder, we've demonstrated time and again our readiness to support large-volume orders quickly, accurately, and	*

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service program is built on proactive support, personalized guidance, and transparency in every stage of the process. From quote to delivery, members are supported by our dedicated staff available Monday through Friday, 7 AM to 7 PM PST, as well as a live chat function on our website for real-time assistance. Members can generate quotes online through a secure dashboard, customize builds, request upfitting, and view transparent pricing including MSRP, contract discounts, and total savings all within a few clicks. After submitting an order, members receive a Courtesy Confirmation to double-check specifications, colors, quantities, upfits, and title information. We also provide members with a “Track Your Order” feature, allowing real-time status updates using their PO number, Quote ID, VIN, or Upfit Quote ID similar to tracking a UPS package. This visibility helps members feel in control and supported every step of the way. Our team also actively communicates factory cut-off dates, sends reminders, and documents these deadlines directly on quotes. Everything we do is focused on making the buying process easier, more transparent, and more member-driven.	*
32	Demonstrate in detail your ability to sell, deliver, and support vehicles sold on a master agreement throughout the contiguous United States; as well as sell, deliver, and support vehicles sold on contract in Alaska, Hawaii, US Territories, and Canada.	National Auto Fleet Group has nationwide reach and the infrastructure to serve all Sourcewell members across the contiguous U.S., Alaska, Hawaii, U.S. Territories, and Canada. Our network of 17 OEM partners includes factory-authorized dealers and service centers across all 50 states and Canadian provinces, ensuring local access to warranty work, vehicle servicing, and delivery coordination. Even in geographically challenging areas like Alaska and Hawaii, we work closely with manufacturers and logistics partners to overcome longer distances between franchise points, ensuring every member receives the same level of support. Members also benefit from real-time tracking through our website, and our Customer Service Team is available to assist with logistics, titling, and documentation whether delivery is local	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are fully committed to serving all Sourcewell participating entities. In fact, Sourcewell members are the core of our business making up over 90% of our government sales activity over the past three years. We provide a full scale Solution designed specifically with Sourcewell members in mind. From simplified online quoting to customized upfitting and transparent pricing. Whether it’s a school district ordering a fleet of vans or a public works department in need of a specialty upfit, we treat every request with urgency, accuracy, and care. Our willingness to support members isn’t just operational, it’s cultural. Our entire team are all aligned around one mission: to make it as easy as possible for Sourcewell members to get what they need, when they need it.	*
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAFG are both willing and eager to extend our products and services to Sourcewell members in Canada. Expanding into the Canadian market is a natural next step for our organization, and we believe strongly in building success through partnerships with established, local Canadian dealer groups. Our proven business model, competitive pricing, and seamless digital tools provide a strong foundation for growth. Additionally, our straightforward approach to U.S. Dollar to Canadian Dollar conversion ensures transparency and simplicity for Sourcewell members across borders. We’re excited about the opportunity to support Canadian members with the same commitment to service, reliability, and value that we’ve delivered in the U.S. for over a decade.	*
35	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	National Auto Fleet Group will fully support 100% of geographic areas within the United States under the proposed agreement. We will continue to serve all Sourcewell members through our 24/7 online portal, offering around-the-clock access to quotes, order tracking, and support. While we anticipate some logistical challanges in Canada, we are committed to expanding our infrastructure and dealer partnerships to offer equally robust service and customer care to Canadian members. One important note: while we do serve nonprofit organizations, these entities may not qualify for the same discounted pricing available to government agencies. Nonprofits are subject to a separate pricing program, and each request will be reviewed on a case-by-case basis to determine eligibility and ensure fair, appropriate solutions.	*

36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only potential contract requirements or restrictions for participating entities in Hawaii, Alaska, and U.S. Territories are related to logistics and shipping constraints. Due to geographic distance and limited access to certain shipping ports, there may be additional freight, handling, and port fees associated with vehicle delivery to these regions. For example, vehicles destined for Alaska or Hawaii, particularly those that include upfits, are often coordinated through mainland processing before being shipped to the final destination. In these cases, members are informed in advance and may elect to include the additional shipping and port costs directly into their quote, ensuring full transparency and cost accuracy from the start. Despite these logistical considerations, National Auto Fleet Group is fully equipped and experienced in fulfilling orders for members in these areas, and we will continue to do so with the same level of attention, care, and service as we provide in the continental U.S.	*
37	Describe in detail your history and experience selling vehicles to state and local government agencies, public and private K-12 and higher education, and non-profits.	National Auto Fleet Group (NAFG) has over two generations of expertise in selling vehicles to state and local government agencies, public and private K-12 and higher education institutions, and non-profit organizations across the United States. As a minority family-owned business, we have built a strong reputation for our ability to navigate the complexities involved in government fleet vehicle purchasing. We specialize in offering hassle-free, reliable, and cost-effective solutions through our Sourcewell contracs since Sourcewell has done the bidding already on behalf of the members. Sourcewell contracts empower public agencies to bypass the tedious and time-consuming bidding process, allowing them to focus their efforts on other projects while we handle the procurement. NAFG holds two highly awarded Sourcewell contracts, which streamline vehicle purchases by providing a range of options—from light-duty vehicles like cars, vans, and SUVs to heavy-duty trucks, buses, and specialized vehicles for public entities. Through our partnerships with manufacturers and upfitters, we cater to the specific needs of government entities, school districts, and non-profits, ensuring the vehicles are ready for immediate in-service needs along with all necessary upfitting if needed. Our experience spans from working with small rural schools requiring a single van, to large cities replacing fleets of hunderds of utility trucks. No matter the scale or complexity, we are committed to offering the highest level of customer service and delivering vehicles that meet our clients' needs, budgets, and timelines. By leveraging the efficiency of Sourcewell's competitive contracts, we help our customers save both time and money, making vehicle purchasing seamless and efficient.	*
38	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, National Auto Fleet Group (NAFG) will extend the terms of any awarded master agreement to nonprofit entities, provided the vehicles and the entities meet the applicable qualifications. We understand the importance of supporting nonprofit organizations, and we are committed to offering the same competitive pricing, efficient service, and high-quality vehicles that we provide to our government and educational agency customers.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
39	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group (NAFG) uses a comprehensive, multi-tiered marketing strategy to promote the Sourcewell contract and streamline the vehicle purchasing process for government and education entities. Our marketing strategy combines digital, in-person, and relationship-based outreach to maximize exposure, drive engagement, and support long-term growth. Website and Inbound Marketing: Our professional, customer-focused website serves as a key marketing gateway. Members can browse in-stock vehicles, explore pricing, register for access, build vehicles, and request quotes. We create inbound opportunities through tailored content such as how-to videos, member success stories, and social media posts, directing potential members to our website and empowering them to make informed purchasing decisions. Email Marketing: Email remains one of our most effective outreach tools, given its high usage among public agency staff. We use visually rich, mobile-friendly email campaigns that include flyers with Sourcewell contract details, manufacturer incentives, seasonal promotions, first-time buyer offers, and factory cutoff reminders. These emails feature embedded videos, images, and direct links to the Sourcewell homepage and NAFG quoting tools. Our platform also allows us to track performance metrics such as open rates, click-throughs, and unsubscribes to continuously refine our messaging.	

In-Person Marketing and Trade Shows:
We attend major industry trade shows, including GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO to establish direct connections with members and vendors. These face-to-face meetings foster trust and long-term relationships. We also deliver in-person presentations to local cities, counties, school districts, water districts, and port authorities to explain how the NAFG–Sourcewell process works, how to buy without bidding, and the vehicle options available.

Customer Advocacy (Word-of-Mouth Marketing):
NAFG's reputation for exceptional service drives organic growth through member referrals. Our commitment to white-glove support from quote to post-delivery often results in repeat customers and unsolicited endorsements. We've built our brand through consistent follow-through, fast solutions, and personalized care—even years after a vehicle has been delivered.

Cross-Promotion Marketing with Sourcewell Vendors:
We actively collaborate with fellow Sourcewell vendors such as NCL Government Capital to offer joint marketing materials and turnkey financing options. For example, we've co-developed videos, infographics, and flyers showcasing how to lease or purchase vehicles through multiple Sourcewell contracts. We also cross-market with Hoglund Bus Company, highlighting how members can pair NAFG chassis with various Hoglund bus bodies. *

Preferred Vendor Program – NAFG Partner Page:
To increase our national network and visibility, we launched www.nafgpartner.com, a dedicated site encouraging body upfitters to join as preferred vendors. Partners receive benefits such as website and social media endorsements, referral opportunities, and PR support. To qualify, vendors agree to co-promote NAFG and refer their clients in need of chassis. This helps members easily locate qualified body upfitters in their area, while deepening vendor collaboration and contract awareness.

Customer Relationship Marketing:
Our sales team takes a relationship-first approach by focusing on solution-based selling and long-term support, not just transactions. We pride ourselves on building trust and delivering value, which translates to loyal clients and strong word-of-mouth.

Examples of Impactful Relationship Marketing:

A member used three Sourcewell contracts (NAFG, NCL Gov Capital, GovDeals) to finance, purchase, and dispose of a vehicle in a single seamless transaction.

A member urgently needed a vehicle due to an accident. We redirected them to our in-stock inventory and fulfilled the order within three weeks versus the standard 18-week factory lead time.

A liftgate malfunction two years after delivery was resolved at no cost thanks to our relationship with the original upfitter, ensuring continued satisfaction.

For a member uncertain about budget, we provided multi-OEM pricing through Ram, Chevrolet, and Ford—allowing them to choose without needing to shop around.

We expedited upfitting for a vehicle held up at a local body company by personally coordinating with the vendor, leading to early delivery.

This multi-pronged strategy ensures that National Auto Fleet Group not only promotes the Sourcewell contract widely but delivers measurable value to members across every stage of the vehicle procurement lifecycle.

40	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	National Auto Fleet Group (NAFG) utilizes a robust mix of technology, social media, and digital tools to drive marketing performance, boost engagement, and increase sales conversions. Social Media Marketing – LinkedIn Focus: LinkedIn serves as our primary digital channel to connect with public agencies and build our professional network. We use LinkedIn to: Share engaging content such as contract flyers, vehicle promotions, and program updates. Monitor member activity and job changes to identify opportunities to re-engage or offer tailored solutions. Send personalized messages to new members thanking them for registering, with direct links to our website and social platforms. This strategic outreach not only strengthens our relationships with current members but also helps us reach new decision-makers who can benefit from our vehicle procurement solutions. Video Marketing Strategy: To further enhance digital reach and content quality, our in-house marketing team creates and distributes professional-grade videos through both email and social media. These include: Welcome Video: A 90-second animated introduction to NAFG and our Sourcewell contract, featured in every weekly campaign. Walkthrough Videos: Guided, step-by-step explainers on how to purchase both Light-Duty and Heavy-Duty vehicles through the contract. In-Stock Vehicles Video: A visual showcase of available inventory with a call-to-action on how to request a quote. ETA Tracking Video: A video tutorial that empowers customers to track their own vehicle's status. Holiday-Themed Videos: Lighthearted, festive content that humanizes our brand and drives seasonal engagement. Social Media Shorts: Bite-sized videos tailored for LinkedIn and other platforms to promote new vehicles, highlight factory cutoff dates, and announce pricing changes. All videos are optimized for both desktop and mobile viewing, helping to engage a broader audience and improve retention of key messages. Email Campaign Analytics (Metadata): We track weekly email flyers, incorporating images, links, and embedded videos. The platform provides real-time data including: Open rates, Link click-throughs and Unsubscribes to asses our outreach to the members. This performance metadata allows us to adjust our messaging, layout, and frequency to ensure the highest level of engagement with our target audience. By analyzing this digital feedback, we continuously improve the effectiveness of each campaign. Live Chat Technology for Real-Time Engagement: To better serve website visitors, NAFG implemented a live chat feature that connects members directly with a live sales representative. This tool: Offers fast, real-time responses to inquiries Assists members while they build vehicle quotes online Increases quote submissions and conversions by reducing hesitation and increasing clarity during the decision-making process Early results show that our live chat feature has contributed to higher engagement, improved customer satisfaction, and shorter sales cycles—especially for first-time buyers navigating the Sourcewell process.	*

41	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell plays a pivotal role in promoting cooperative purchasing contracts by acting as a trusted bridge between vendors and public sector agencies across government, education, and nonprofit organizations. Its mission - "Our commitment to service and exceeding client expectations", which perfectly aligns with National Auto Fleet Group's relationship-based approach to sales and service. Sourcewell establishes trust and credibility by conducting a rigorous vetting and solicitation process before awarding cooperative contracts. This ensures that only qualified, ethical, and dependable vendors are awarded contracts, giving agencies confidence in their purchasing decisions. For National Auto Fleet Group (NAFG), this endorsement elevates our brand and reassures our members that they are working with a vetted and approved partner. Sourcewell's support tools, such as: Professionally designed flyers Training videos and webinars Procurement documentation Contract compliance support These help us deliver consistent, transparent, and educational messaging to both new and existing members. These resources are integrated into our own marketing and client education materials, ensuring clients understand both the value of the cooperative contract and how to access it with ease. In our sales process, the Sourcewell contract is woven into every touchpoint: Our website clearly highlights the benefits of cooperative purchasing through Sourcewell. Our email campaigns feature Sourcewell branding and direct links to contract resources. Our sales team is fully trained to walk clients through the Sourcewell purchasing process, eliminating confusion and saving agencies the time and cost of traditional competitive bidding. We educate members during in-person presentations and trade shows about how Sourcewell allows them to procure vehicles immediately while remaining fully compliant with public procurement laws. At NAFG, we believe Sourcewell is more than just a contract holder—it's a strategic partner that helps us build trust, streamline procurement, and serve our members with unmatched efficiency and integrity. We are proud to uphold the high standards Sourcewell represents and integrate them throughout our client-facing operations.	*

42	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, National Auto Fleet Group offers a fully accessible e-procurement solution through our website, which provides government and education agencies with a self-guided, efficient, and user-friendly platform to browse, customize, and request vehicle quotes. Our online system allows members to: Browse a wide selection of vehicle makes and models Customize builds to meet their agency's specifications, including factory options and body upfitting needs Generate real-time quotes, often in under five minutes depending on vehicle complexity Download or submit quotes and supporting documentation without ever needing to speak with a sales representative For agencies that prefer guided support, a dedicated live chat feature is available alongside traditional phone and email contact options. Clients can interact with a knowledgeable representative in real time for assistance with quote building, vehicle specs, or ordering next steps. To further enhance usability, we've created a "How-To Videos" section on our homepage. These step-by-step guides demonstrate: "How to register as a Sourcewell member" "How to build a vehicle online" "How to include upfitting needs in the quote" "How to submit a purchase order for processing" Once a quote is finalized, the client can complete the transaction by simply uploading in directly into our site or bysubmitting a purchase order via email. This approach enables a flexible hybrid of self-service and personalized support, accommodating both highly independent buyers and those who prefer a walk-through approach. Public agencies regularly use this e-procurement system to: Compare options across manufacturers Expedite quote generation and documentation for internal approvals Submit POs directly, avoiding the delays of traditional bidding processes Stay compliant through Sourcewell's competitively awarded contract framework This system not only saves time, but empowers agencies to manage their fleet procurement with autonomy, transparency, and full support from the NAFG team whenever needed	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
43	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends all product, equipment, maintenance, and operator training programs made available by the OEMs directly to Sourcewell members during the quoting process. Training availability and scope are typically determined by the vehicle class, equipment type, and geographic location, and are quoted accordingly by the manufacturer. When such training is offered, NAFG can include it in the member's quote and handles it similarly to an upfit by ensuring it is documented, transparent, and customized to the member's needs. These training programs may cover areas such as vehicle operation, safety, and maintenance procedures. Any associated costs are clearly outlined and passed through without markup, so members can make fully informed decisions.	*

44	Describe any technological advances that your proposed Solutions offer.	The technological advancements offered through National Auto Fleet Group reflect both cutting-edge manufacturer innovation and our own commitment to future-forward solutions. OEMs like Ford Motor Company, General Motors, and other top-tier brands continue to push the boundaries with advanced safety systems, connectivity features, alternative fuel capabilities, and electrified powertrains, many of which are available across a wide range of vehicle classes offered to Sourcewell members. In addition, NAFG supports members who are seeking to electrify their fleets by offering access to specialized upfits, for example including integration of Motive Power Systems. These options allow members to transition into sustainable vehicle solutions while maintaining performance and functionality.	*
45	Describe any service contract options or extended warranties being offered with your proposal.	National Auto Fleet Group (NAFG) offers all existing warranties provided by the Original Equipment Manufacturers (OEMs) as an option, which will be treated as an upfit. In addition to the OEM warranties, when asked by members, our standard offered extended warranty is a 5-year/100,000-mile coverage with a $0 deductible. This ensures that our customers receive peace of mind with comprehensive coverage for their fleet, minimizing potential repair costs over the long term.	*
46	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Since we are offering 17 different brand names, we have included a "Warranty" file in the attachment under the specifications file in our response. The attachment outlines what is covered by each OEM and there length of coverage's by time and miles.	*
47	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	National Auto Fleet Group is deeply committed to supporting meaningful green initiatives and forward-thinking partnerships. We played an integral role in the formation of the Climate Mayors Electric Vehicle Purchasing Collaborative, a coalition created in partnership with over 400 mayors nationwide to accelerate the adoption of clean, all-electric fleets. This initiative was designed specifically to help public agencies transition to zero-emission vehicles and lead by example in their communities. Through this collaboration, Sourcewell members have access to a growing lineup of 100% electric vehicles, including models such as the Chevrolet EV line up with Silverado EV, Ford Mustang Mach-E, and the all-electric Ford F-150 Lightning. As OEMs continue to expand their electric offerings, NAFG is committed to making those vehicles readily available to Sourcewell members. More information about this initiative can be found at www.DriveEVfleet.org. Certification and leadership for this program are guided by the Climate Mayors, Bloomberg Philanthropies, and C40 Cities.	*
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	National Auto Fleet Group, along with several of our partner suppliers and upfitters, maintains relevant third-party certifications that reflect a commitment to energy efficiency and sustainability. Key certifications include: California Air Resources Board (CARB) Certificate – Recognizing compliance with strict emissions standards and supporting low- or zero-emission vehicle offerings. Ford Qualified Vehicle Modifier (QVM) Certification – Awarded to select partners for meeting Ford’s rigorous requirements for safety, quality, and environmental standards in vehicle modifications. These certifications help demonstrate how our vehicles and upfitted solutions promote energy conservation, reduced emissions, and long-term operational efficiency. They also ensure that our offerings align with evolving environmental regulations and sustainability goals set by Sourcewell members.	*

49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	What sets National Auto Fleet Group apart is not just our experience - it's our measurable commitment to results and service. From day one, our company has been built on a foundation of hard work, data-driven performance, and a relentless focus on customer satisfaction. We actively track and quantify our outcomes to ensure that real goals are being met, and that every Sourcewell member receives timely, attentive, and solutions-oriented service. Our internal metrics drive accountability and help us continually improve how we support members. One of our most unique offerings is our 24/7 online portal, which gives Sourcewell members secure access to quote-building tools, live tracking, support resources, and customer service assistance around the clock. Whether it's a complex upfit, a last-minute request, or a question about vehicle specs, our team is available to personally walk members through every step. We pride ourselves on being flexible, responsive, and creative problem solvers. No matter the challenge, we're committed to thinking outside the box and finding a solution that works.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(•) Yes ( ) No	We offer leasing through Diversified Leasing owned and operated by Mr. Steve Wilson who is a Disabled Veteran Business Owner who runs his company along with Debbie Black his assistant. If an agency would like to work with Diversified Leasing we will help facilitate the transaction.	*
51		Minority Business Enterprise (MBE)	(•) Yes ( ) No	We are recognized as MBE by Supplier Clearinghouse, our certificate is attached in the attachments.	*
52		Women Business Enterprise (WBE)	( ) Yes (•) No	n/a	*
53		Disabled-Owned Business Enterprise (DOBE)	( ) Yes (•) No	n/a	*
54		Veteran-Owned Business Enterprise (VBE)	( ) Yes (•) No	n/a	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	( ) Yes (•) No	n/a	*
56		Small Business Enterprise (SBE)	( ) Yes (•) No	n/a	*
57		Small Disadvantaged Business (SDB)	( ) Yes (•) No	n/a	*
58		Women-Owned Small Business (WOSB)	( ) Yes (•) No	n/a	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	

59	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net 20, with a 10-day grace period offered for flexibility. We accept the following payment methods: Check ACH (Automated Clearing House) These options are designed to accommodate the procurement processes of public sector entities while ensuring a smooth and secure transaction experience.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	To support educational and governmental entities with flexible procurement options, National Auto Fleet Group has partnered with National Cooperative Leasing (NCL) to offer customized leasing solutions for all vehicles quoted under our Sourcewell contract. We also offer leasing through Diversified Leasing. These leasing options are available to Sourcewell members as part of our standard offering and can be applied to any eligible NAFG quote. This partnership ensures members have access to competitive, compliant financing structures tailored to their budget cycles and operational needs. For additional details, a sample lease agreement is included in the “Member Walk Through” attachment the document titled “NCL Sample Lease.”	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	National Auto Fleet Group utilizes a set of standardized transaction documents designed to ensure transparency, accuracy, and ease of use for Sourcewell members. These documents may include: - Order forms specific to vehicle configuration and upfit details - Courtesy Confirmations to validate order specifications before final placement - Terms and Conditions outlining payment, delivery, and warranty provisions - Service contract agreements when applicable, particularly for upfitting or specialty builds - Title and registration documentation tailored to the member’s local requirements All relevant template documents have been uploaded in the Standard Transaction Document attachment. These documents reflect our commitment to clear communication and consistent standards, while also allowing room for customization based on the specific needs of each participating entity	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, National Auto Fleet Group accepts P-card payments from Sourcewell membes. We accept P-card transactions up to $2,500 per vehicle with no additional fee. For transactions exceeding $2,500, a credit card processing fee will apply, which will be transparently itemized and passed on to the member. This policy allows us to support convenient procurement while maintaining cost transparency and flexibility for all participating entities.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group utilizes a line-item discount model based on Manufacturer Suggested Retail Pricing (MSRP). We are offering Sourcewell participating entities competitive discounts across 17 OEM brands, as detailed in the Price File. In addition to vehicle pricing, NAFG provides the option to customize vehicles with upfits based on the member’s needs. All upfit-related pricing is also included and clearly itemized in the Price Summary Page within the Price File. Each line includes the standard MSRP, the Sourcewell discounted price, and all applicable OEM available options. Where available, SKUs and product identifiers are listed to support clarity and consistency.	*

64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	National Auto Fleet Group's pricing proposal includes line-item discounts off MSRP across 17 OEM brands. Including all factory options. The percentage discounts vary by manufacturer and vehicle model, and are fully detailed in the uploaded "Price File" ZIP under each respective tab. Below is a summary of the estimated discount ranges offered by brand: Ford Motor Company from -0.42% to 3.63% Chevrolet from 0.24% to 10.02% Ram Stellantis Company from 3.44% to 9.99% Dodge Stellantis Company from 4.05% to 6.93% Jeep Stellantis Company from -.073% to 6.82% Chrysler Stellantis Company from .49% to 1.81% Buick from 0.91% to 0.97% Honda from -1.48 to 3.4% Toyota from 0.07% to 5.22% Nissan from 0.73% to 17% Kia from -1.25% to 2.48% GMC from 1.28% to 5.19% Volkswagen from 1.74% to 3.08% Lincoln from .077% to 3.12% BMW from 0.32% to 2.9% Cadillac from 2.11% to 2.2% Mullen/Bollinger at 2% While a few models reflect slight negative variances due to MSRP or market fluctuations, the majority of offerings show meaningful cost savings. Full details, including price summary, models and discount breakdowns are included in the "Price File" for Sourcewell's review. Upfits can be added at dealer invoice up to 20% detailed in the price file	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	National Auto Fleet Group encourages members considering large-volume purchases (typically 50 units or more) to reach out directly for customized pricing and additional volume-based discounts. While standard discounts are reflected in our price file, we recognize that high-volume opportunities often warrant special consideration. In such cases, we work closely with both OEMs and upfit partners to secure the most competitive pricing available, ensuring maximum value for Sourcewell members. Depending on the uniqueness of the large order and model, some extra costs not associated with a single purchase may be added, these are provided in the Price File. Each high-volume order is evaluated individually to provide tailored, transparent, and advantageous pricing.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open market" items or "sourced goods" that fall outside of standard configurations will be facilitated and treated as upfit components within the quoting process. National Auto Fleet Group will obtain quotes for these items on a case-by-case basis and include them as part of the final vehicle quote. In most cases, such items will be provided at cost, though a markup of up to 20% may apply depending on the complexity of the item or service and any associated handling or integration requirements. This approach ensures transparency while maintaining flexibility for Sourcewell members who require specialized, nonstandard solutions.	*

67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All standard costs associated with the total acquisition for a standard vehicle purchase including factory options, upfits, and administrative fees which have been accounted are within the Price Summary Page and Price table included in the submitted price file. If a Sourcewell member requests a specialized or nonstandard solution that involves additional services such as installation, training, or setup, those costs will be clearly quoted as part of the upfit and incorporated into the final vehicle quote. These services may be fulfilled either by OEM-authorized providers or trusted third-party upfitters in our partner network, depending on the nature of the request.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufacturers include a standard Factory Destination Charge as part of the vehicle's MSRP. In addition to this, members may incur separate freight or delivery costs if a vehicle requires additional transport. For example, to or from an upfitter or final delivery location. These secondary freight charges vary depending on distance, delivery type, and location, and will be clearly itemized in the member's quote for full visibility and approval before purchase. National Auto Fleet Group ensures that all such charges are communicated upfront and incorporated seamlessly into the overall pricing.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to Alaska, Hawaii, Canada, and U.S. Territories may involve additional logistical expenses, including but not limited to ferry charges, port handling fees, and extended driver delivery costs. These region-specific costs are carefully calculated based on the delivery route and vehicle type. All such charges will be disclosed on the member's quote for review and approval prior to finalizing the purchase. National Auto Fleet Group is experienced in managing deliveries to these regions and ensures all logistics are handled efficiently, transparently, and in compliance with regional requirements.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group operates within a highly developed, nationwide franchise dealer distribution network, supported by relationships with 17 major OEMs. This network enables us to deliver vehicles quickly and efficiently to members and their end users across the country. In addition, for vehicles requiring upfits or multi-stage delivery, NAFG coordinates logistics directly with upfitters and transport providers, ensuring a turnkey experience from quote to delivery. Our digital order tracking system also allows members to monitor each step in the delivery process, enhancing communication and transparency throughout.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	National Auto Fleet Group employs a robust self-audit process to ensure full compliance with our Sourcewell agreement, including verification that participating entities receive accurate, contract-based pricing. Sourcewell members can generate quotes directly through our user-friendly online platform, which is updated daily to reflect the most current manufacturer MSRP data. This ensures that pricing remains accurate and aligned with the most recent OEM updates. Our system is designed to deliver 99.99% pricing accuracy, and every quote reflects both the Sourcewell contract discount and any applicable administrative fees. In addition to this front-end visibility, our internal processes include regular pricing audits, cross-checks, and validation against contract terms. We also maintain a streamlined reporting system that allows us to deliver accurate quarterly sales and administrative reports to Sourcewell within a 15-30 day turnaround window, helping ensure transparency and ongoing contract compliance.	*

72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	One of the key internal metrics National Auto Fleet Group uses to track and measure success under the Sourcewell contract is maintained through our online platform, which logs all member-generated quotes in real time. We carefully monitor how many quotes are created, which are converted into purchase orders, and how frequently members engage with the system. This gives us immediate insight into usage trends, quote-to-order conversion rates, and which vehicle types or configurations are seeing the most interest. Each month, we evaluate these indicators and closely monitor sales volume, frequency, and geographic distribution. We also track whether orders come from new or returning members, allowing us to measure how well we're growing the Sourcewell member base and maintaining long-term relationships. In addition to these core metrics, we review: 1. Average order size and upfit complexity 2. Delivery timelines and fulfillment rates 3. Quote accuracy and pricing consistency 4. Regional sales performance and market penetration This data informs both our strategic decision-making and our day-to-day service operations. Ultimately, we use these metrics to ensure we're not only meeting contractual obligations, but exceeding expectations by delivering consistent value, responsive service, and a positive experience for every Sourcewell member.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	National Auto Fleet Group proposes the following Administrative Fee structure payable to Sourcewell for all completed transactions under this Master Agreement: $300 per vehicle purchased directly through NAFG $200 per vehicle purchased through our approved partner dealer, Alan Jay Automotive At this time, no other partner dealer groups are included in the scope of this agreement for administrative fee purposes. This fee will be submitted on all completed transactions during each applicable reporting period, in accordance with the terms outlined in the Master Agreement.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Members receive the best overall value, service and customer care from NAFG.	*

Table 7A: Depth and Breadth of Offered Equipment Products and Services (200 Points, applies to Table 7A, 7B, and 7C or 7D)

Sourcewell is seeking proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories. Awards under this solicitation for Automobiles, SUVs, Vans, and Light Trucks will be in two (2) categories.

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a proposer offers vehicle solutions with Internal Combustions Engines (ICE) as well as vehicles with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 ONLY.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems ONLY.

Line Item	Category Selection *	
75	Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks	*

Table 7B: Depth and Breadth of Offered Solutions

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	National Auto Fleet Group is offering a comprehensive lineup of vehicles and turnkey fleet solutions under this proposal. We represent 17 OEM manufacturers, collectively offering over 100 makes and models across Class 1–3 vehicles, as well as select Cab & Chassis configurations. These include sedans, SUVs, pickup trucks, vans, hybrid models, and electric vehicles. Our inventory spans gas, diesel, hybrid, and all-electric platforms to meet the evolving operational and sustainability goals of Sourcewell members. All vehicle solutions offered through NAFG can be customized with upfits to meet industry-specific needs. They range from basic toolboxes and ladder racks to line mechanic bodies, service beds, utility bodies, and more. Upfits can be completed by either a trusted partner from our established upfitter network or by a supplier chosen by the member. In either case, NAFG coordinates directly to provide complete, turnkey quotes with all elements clearly specified. At this time, used vehicles are not offered as part of this proposal, as we are focused on delivering new, warrantied, and fully specifiable vehicles that align with Sourcewell members' procurement and compliance standards.	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategory titles that best describe the solutions offered by National Auto Fleet Group include: Passenger Vehicles (Sedans, SUVs, Crossovers) Light-Duty Trucks (Class 1–3) Cab & Chassis Cargo and Passenger Vans Hybrid and Electric Vehicles Utility Vehicles and Work Trucks Upfitted Vehicles – Service Bodies, Mechanic Trucks, Utility Beds Fleet Leasing Options (via NCL) Custom Upfit Coordination (Turnkey Quotes) Online Quote Building and Member Support Tools These subcategories reflect the breadth of our offering and our ability to provide end-to-end solutions, from vehicle sourcing to upfit customization and delivery.	*

Table 7C: Depth and Breadth - Category 1 - All Engine Types

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7C: Depth and Breadth - Category 1 - All Engine Types

Line Item	Category or Type	Offered *	Comments
78	Automobiles	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
79	Sport Utility Vehicles	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
80	Vans	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
81	Light Trucks (half ton, three quarter ton, and one ton)	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
82	Vehicles of the types and classifications in 78-81 above with upfitting designed for Public Safety Applications	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
83	Vehicles of the types and classifications in 78-81 above with upfitting designed for ADA and Paratransit Applications	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
84	Vehicles of the types and classifications in 78-81 above with upfitting designed for Service Body and Utility Bed for Light Truck	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
85	Conventional Internal Combustion models	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
86	Natural gas, propane autogas, hybrid, or alternative fuel models	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
87	Electric powered models	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.

Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

Line Item	Category or Type	Offered *	Comments
88	Automobiles	○ Yes ○ No	
89	Sport Utility Vehicles	○ Yes ○ No	
90	Vans	○ Yes ○ No	
91	Light Trucks (half ton, three quarter ton, and one ton)	○ Yes ○ No	
92	Vehicles of the types and classifications in 88-91 above with upfitting designed for Public Safety Applications	○ Yes ○ No	
93	Vehicles of the types and classifications in 88-91 above with upfitting designed for ADA and Paratransit Applications	○ Yes ○ No	
94	Vehicles of the types and classifications in 88-91 above with upfitting designed for Service Body and Utility Bed for Light Truck	○ Yes ○ No	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 95. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Price File for NAFG 081325.zip - Sunday August 10, 2025 00:37:53
- Financial Strength and Stability - Financial Strength and Stability for NAFG 081325.zip - Sunday August 10, 2025 00:38:28
- Marketing Plan/Samples - Marketing Plan for NAFG 081325.zip - Sunday August 10, 2025 00:38:58
- WMBE/MBE/SBE or Related Certificates - MBE and Realted Certificates for NAFG 081325.zip - Sunday August 10, 2025 00:39:21
- Standard Transaction Document Samples - Standard Transaction for NAFG 081325.zip - Sunday August 10, 2025 00:39:37
- Requested Exceptions (optional)
- Upload Additional Document - ALL 17 Manufacture Models and Warranty for NAFG 081325.zip - Sunday August 10, 2025 00:40:37

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC, DBA: National Auto Fleet Group

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Tue August 5 2025 09:12 AM	☑	1
Addendum_5_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon August 4 2025 08:59 AM	☑	2
Addendum_4_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 30 2025 08:06 AM	☑	2
Addendum_3_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon July 28 2025 07:50 AM	☑	1
Addendum_2_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Fri July 25 2025 08:11 AM	☑	2
Addendum_1_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 23 2025 04:15 PM	☑	2

EXHIBIT B

SPECIFIC REQUIREMENTS/OPTIONS OF CITY

Attached: National Auto Fleet Group Quote for A 2026 GMC Sierra 1500– City of San Luis

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

9/15/2026

Government Quote ID: **36224**

Order Cut Off Date: **TBA**

Ms Angelica Cifuentes
City of San Luis

1090 Union St

San Luis, Arizona, 85349

Dear Angelica Cifuentes,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2026 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" AT4 5.8' Box,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$70,045.00	$66,346.61	5.280 %	$3,698.39
Tax (0.0000 %)		$0.00		
Tire fee		$0.00		
Total		$66,346.61		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Standard Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

Sourcewell
Awarded Contract
Contract # 081325-NAF

CHEVROLET FORD NISSAN TOYOTA BUICK CADILLAC GMC

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	**www.NAFGETA.com**
Use the upfitter of your choice:	**www.NAFGpartner.com**
Vehicle Status:	**ETA@NationalAutoFleetGroup.com**
General Inquiries:	**Fleet@NationalAutoFleetGroup.com**

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS	
Code	**Description**
FE9	Emissions, Federal requirements
ENGINE	
Code	**Description**
LZ0	Engine, Duramax 3.0L Turbo-Diesel I6, (STD)
TRANSMISSION	
Code	**Description**
MQC	Transmission, 10-speed automatic with Electronic Precision shift, electronically controlled, (STD)
AXLE	
Code	**Description**
GU5	Rear axle, 3.23 ratio
PREFERRED EQUIPMENT GROUP	
Code	**Description**
4SB	AT4 Preferred Equipment Group, includes standard equipment
WHEELS	
Code	**Description**
NZH	Wheels, 20" x 9" (50.8 cm x 22.9 cm) machined aluminum, (STD)
TIRES	
Code	**Description**
QAE	Tires, 275/60R20SL all-terrain, blackwall, (STD)
SPARE TIRE	
Code	**Description**
QAQ	Tire, spare 255/80R17SL all-season, blackwall, (STD)
PAINT	
Code	**Description**
GAZ	Summit White
SEAT TYPE	

Code	Description
A50	Seats, front bucket, (STD)
SEAT TRIM	
Code	**Description**
HVD	Jet Black with Kalahari accents, Perforated leather front seat trim
RADIO	
Code	**Description**
IOK	Audio System, 13.4" diagonal Premium GMC Infotainment System with Google built in apps such as navigation and voice assistance, includes color touch-screen, multi-touch display, AM/FM stereo, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
K05	Engine block heater
R9L	Removes OnStar Basics (OnStar Fleet Basics for Fleet)
GVWR	
Code	**Description**
C5Z	GVWR, 7200 lbs. (3266 kg), (STD)

2026 Fleet/Non-Retail GMC Sierra 1500 4WD Crew Cab 147" AT4 5.8' Box

WINDOW STICKER

2026 GMC Sierra 1500 4WD Crew Cab 147" AT4 5.8' Box

CODE	MODEL	MSRP
TK10543	2026 GMC Sierra 1500 4WD Crew Cab 147" AT4 5.8' Box	$68,000.00
	OPTIONS	
FE9	Emissions, Federal requirements	$0.00
LZ0	Engine, Duramax 3.0L Turbo-Diesel I6, (STD)	$0.00
MQC	Transmission, 10-speed automatic with Electronic Precision shift, electronically controlled, (STD)	$0.00
GU5	Rear axle, 3.23 ratio	$0.00
4SB	AT4 Preferred Equipment Group, includes standard equipment	$0.00
NZH	Wheels, 20" x 9" (50.8 cm x 22.9 cm) machined aluminum, (STD)	$0.00
QAE	Tires, 275/60R20SL all-terrain, blackwall, (STD)	$0.00
QAQ	Tire, spare 255/80R17SL all-season, blackwall, (STD)	INC
GAZ	Summit White	$0.00
A50	Seats, front bucket, (STD)	$0.00
HVD	Jet Black with Kalahari accents, Perforated leather front seat trim	$0.00
IOK	Audio System, 13.4" diagonal Premium GMC Infotainment System with Google built in apps such as navigation and voice assistance, includes color touch-screen, multi-touch display, AM/FM stereo, (STD)	$0.00
K05	Engine block heater	INC
R9L	Removes OnStar Basics (OnStar Fleet Basics for Fleet)	($750.00)
C5Z	GVWR, 7200 lbs. (3266 kg), (STD)	$0.00

Please note selected options override standard equipment

	SUBTOTAL	**$67,250.00**
	Advert/ Adjustments	$0.00
	Manufacturer Destination Charge	$2,795.00
	TOTAL PRICE	**$70,045.00**

Est City: 17 (2026) MPG
Est Highway: 22 (2026) MPG
Est Highway Cruising Range: 470.80 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Government Quote ID: 36224

Standard Equipment

MECHANICAL

Engine, Duramax 3.0L Turbo-Diesel I6 (305 hp [227 kW] @ 3750 rpm, 495 lb-ft of torque [671 Nm] @ 2750 rpm) (Includes (KW5) 220-amp alternator and (K05) engine block heater.) (STD)
Transmission, 10-speed automatic with Electronic Precision shift, electronically controlled with overdrive, tow/haul mode and steering column paddle shifters. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (LZ0) Duramax 3.0L Turbo-Diesel I6 engine.) (STD)
Rear axle, 3.23 ratio
GVWR, 7200 lbs. (3266 kg) (Requires TK10*43 Crew Cab 4WD model with (LZ0) Duramax 3.0L Turbo-Diesel I6 engine.) (STD)

EXTERIOR

Wheels, 20" x 9" (50.8 cm x 22.9 cm) machined aluminum with Carbon Grey Metallic accents (STD)
Tires, 275/60R20SL all-terrain, blackwall (STD)
Tire, spare 255/80R17SL all-season, blackwall (Included and only available with 20" or 22" wheels and tires excluding (QFV) LT265/60R20 MT blackwall Goodyear Wrangler Territory tires.) (STD)

ENTERTAINMENT

Audio System, 13.4" diagonal Premium GMC Infotainment System with Google built in apps such as navigation and voice assistance, includes color touch-screen, multi-touch display, AM/FM stereo Bluetooth streaming audio for music and most phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones (STD)

INTERIOR

Seats, front bucket with center console (STD)

BODY CODE

Pickup bed

ADDITIONAL EQUIPMENT

Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance
GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive and (HS1) Safety Alert Seat.)
Push Button Start
Air filter, heavy-duty

Electronic Precision Shift and steering column paddle shifters
Automatic Stop/Start
Hill Descent Control
Auto-locking rear differential
Transfer case, two-speed, electronic Autotrac with push button control (4WD models only)
Suspension, Off-Road with 2" factory installed lift and monotube shocks
Four wheel drive
Alternator, 220 amps (Included and only available with (LZ0) Duramax 3.0L Turbo-Diesel I6 engine.)
Battery, heavy-duty 850 cold-cranking amps/95 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (LZ0) Duramax 3.0L Turbo-Diesel I6 engine.)
Frame, fully-boxed, hydroformed front section
Trailer brake controller, integrated
Recovery hooks, Red
Skid Plates
Cargo tie downs (12), fixed
Steering, Electric Power Steering (EPS) assist, rack-and-pinion
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill
Exhaust, dual system (Includes chrome exhaust tips. Not available with (L87) 6.2L EcoTec3 V8 engine.)
Exhaust, aluminized stainless-steel muffler and tailpipe
Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
Wheelhouse liners, rear (Deleted with (PCP) AT4 CarbonPro Edition.)
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door
Bumper, front, body-color lower
Bumper, rear body-color with corner steps
CornerStep, rear bumper
Grille (Black chrome grille insert bars with gloss black header and accents.)
Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps
IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)
Fog lamps, LED
Lighting, perimeter
Taillamps, LED LED signature taillight with LED stop, turn & reverse and Fade-on/Fade-off animation
Mirrors, outside heated power-adjustable, power-folding and driver-side auto-dimming puddle lamps, side perimeter lighting and memory
Mirror caps, high gloss Black
Wipers, front rain-sensing
Glass, deep-tinted
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

LED Cargo Area Lighting located in cargo bed activated with switch on center switch bank or key fob
Tailgate, GMC MultiPro Tailgate with six functional load/access features
Tailgate, gate function manual with EZ Lift includes power lock and release, includes hitch area light
Tailgate and bed rail protection caps, top
Door handles, body-color
Bedliner, Spray-on Pickup bedliner with GMC logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Deleted with (PCP) AT4 CarbonPro Edition. Crew Cab models are available with Ship Thru codes (VCO), (VDT), (VYC) or (VYS).)
SiriusXM Trial Subscription
SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
Bose Sound System, premium 7-speaker system with Richbass woofer
Bluetooth for phone, connectivity to vehicle infotainment system
Wireless, Apple CarPlay / Wireless Android Auto
Steering wheel audio controls
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Seat trim, Perforated leather front
Seat adjuster, driver 10-way power including lumbar
Seat adjuster, passenger 10-way power including lumbar
Seating, heated driver and front outboard passenger
Driver memory recalls driver "presets" for power driver seat and outside mirrors
Seats, ventilated driver and front passenger
Seat, Up-level Rear with Storage Package, 60/40 folding bench for Crew Cab models, includes full-length bench seat, seatback storage on left and right side, center fold out armrest with 2 cupholders, full cab width under-seat storage, (includes child seat top tether anchor)
Seats, heated second row outboard seats
Center Console, floor-mounted with cup holders, cell phone storage, power cord management, hanging file folder capability
Floor covering, color-keyed carpeting
Premium Floor Liners with removable carpet insert, front
Premium Floor Liners with removable carpet insert, rear
Steering column, power rake and telescoping
Steering wheel, wrapped
Steering wheel, heated
Driver Information Center, enhanced, 12.3" diagonal reconfigurable multicolor digital display
GMC Premium information Display- 13.4" diagonal Multicolor touch screen
In-Vehicle Trailering App System, includes checklist, trailer maintenance reminders, trailer security alerts, trailer mileage, tow/haul reminder, trailer electrical diagnostics and Trailer Tire Pressure Monitor System module

Compass, located in instrument cluster
Exterior Temperature Display, located in radio display
Windows, power front, drivers express up/down
Window, power front, passenger express up/down
Windows, power rear, express down
Door locks, power
Keyless Open and Start includes remote keyless entry
Remote vehicle starter system
Adaptive Cruise Control
Theft-deterrent system, unauthorized entry
Steering column lock, electrical
Wireless Charging
USB Ports, 2 (first row) located on console
USB Ports, 2, Charge/Data ports located inside center console
Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet)
USB ports, (2) charge-only, rear
Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet)
Air conditioning, dual-zone automatic climate control
Air vents, rear
Defogger, rear-window electric
Mirror, inside rearview auto-dimming
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)
Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)
StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Daytime Running Lamps, LED signature lighting
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
Hitch View with image adjustment, Pan/Zoom/Tilt
Hitch Guidance

HD Surround Vision provides the driver with an overhead view of the scene around the vehicle on a center stack display. Includes front camera washer.
Trailer Camera Provisions and trailer viewing software
Front and Rear Park Assist, ultrasonic
Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)
Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)
Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)
Trailer Side Blind Zone Alert
Rear Cross Traffic Braking
Rear Pedestrian Alert
Safety Alert Seat (Included and only available with (PDI) GMC Pro Safety.)
Seat Belt Adjustable Guide Loops, front row only
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) GMC Pro Safety.)
Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)
Rear Seat Reminder
Rear Seat Belt Indicator

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/14/2026
Department Head: Tomas Sanchez, City Engineer, Engineering
Submitted By: Oscar Barnett, Project Manager, Engineering
Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the award of a construction contract to TF Contracting Services, LLC, for the Well Site #4 Water Storage Tank Rehabilitation Project. **(Tomas Sanchez, City Engineer)**

SUMMARY:

The Engineering Department is seeking Mayor and Council approval to accept and award a construction contract to TF Contracting Services, LLC for the San Luis Well Site #4 Water Storage Tanks Rehabilitation Project.

Well Site 4 is located at 927 PPEP Drive, San Luis, AZ 85349. The facility consists of a welded-steel potable water storage tank with a capacity of 500,000 gallons. The improvements include, but are not limited to, the structural rehabilitation of the existing potable water storage tank, replacement of the existing roof system with a new steel roof structure and upgraded ventilation system, interior abrasive blasting and recoating of the potable water storage tank, rehabilitation of selected site piping and appurtenances, recoating of the treatment system backwash tank, and all associated work necessary to reliable operational status, extend asset life, and ensure regulatory and safety compliance.

City staff conducted a formal bidding process for the construction of the Well Site #4 Water Storage Tank Rehabilitation Project, which had a budget of $1,000,000.00. Bids were received on September 3, 2026, from two (2) qualified contractors: TF Contracting Services LLC, and Pittsburgh Tank & Tower Co. Inc. Both bids exceeded the established project budget, with TF Contracting Services, LLC submitting the lowest responsive and responsible bid in the amount of $1,262,326.90.

Staff is requesting the City Council's approval to award the construction contract to TF Contracting Services, LLC for the Well Site #4 Water Storage Tank Rehabilitation Project in the amount of 1,262,326.90 and authorize staff to proceed with the contract execution. Staff further recommends that the City Council approve Change Order No. 1, negotiated with TF Contracting Services, LLC, with a scope and cost reduction, resulting in a revised contract amount of $869,971.72.

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

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO AWARD A CONTRACT TO TF CONTRACTING SERVICES, LLC FOR THE CONSTRUCTION OF THE CITY OF SAN LUIS WELL SITE 4 WATER STORAGE TANK REHABILITATION PROJECT IN THE AMOUNT OF $1,262,326.90, AND TO APPROVE CHANGE ORDER NO. 1, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$869,971.72
BUDGETED AMOUNT:	$1,000,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	CAPITAL OUTLAY - CIP - 300-302-90015/$2,906,874.63

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

Staff worked with the contractor to achieve a cost reduction of $392,355.18 through scope adjustments, with a new total amount of $869,971.72. The project is anticipated to have a construction duration of 5 months.
Account ID 300-302-90015
Project No.: 2026053

Attachments

Bid Advertisement Yuma Sun
Bid Advertisement Bajo El Sol
Bid Documents
Bid Tabulation
Contract
Change Order No. 1

AFFP
YS - 2027-RFB-00000002

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:

08/16/2026 08/23/2026

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

Publisher or Director of Operations

Subscribed to and sworn to me this 23rd day of August 2026.

VIRGEN P PEREZ, Notary, Yuma County, AZ

My commission expires: May 10, 2029

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

38831 618307

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

REQUEST FOR BIDS

CITY OF SAN LUIS, ARIZONA

WELL SITE 4 - WATER STORAGE AND PRESSURE TANKS REHABILITATION

2027-RFB-00000002

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The project consists of the rehabilitation of the water storage facilities, including the structural rehabilitation of the existing 500,000-gallon potable water storage tank, replacement of the existing roof system with a new steel roof structure and upgraded ventilation system, interior abrasive blasting and recoating of the potable water storage tank, rehabilitation and recoating of the hydropneumatic tanks, ASME recertification, replacement of the mounted air compressors, rehabilitation of selected site piping and appurtenances, recoating of the treatment system backwash tank, and all associated work necessary to reliable operational status, extend asset life, and ensure regulatory and safety compliance.

The project shall be complete and in place within 90 calendar days from the date of Notice to Proceed.

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A mandatory pre-Bid Conference will be held at City of San Luis City Hall, Pedro Julian Conference Room, 1090 E. Union St. San Luis, AZ 85349 on Tuesday, August 25, 2026, at 12:00 P.M. (M.S.T) to discuss specifications and any questions bidders may have. All bidders are encouraged to visit the project site prior to bidding. The pre-bid conference may also be attended virtually via the following link: Pre-Bid Meeting - Well Site 4 - Water Storage and Pressure Tanks Rehabilitation Project. Meeting ID: 222 098 941 225 632 Passcode: Ch37Ay6q

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 Thursday, September 3, 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 - Well Site 4 - Water Storage and Pressure Tanks Rehabilitation Project. Meeting ID: 290 417 949 029 225 Passcode: Zi9Nj6g2

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 16, 23, 2026 – 618307

Ad text :

REQUEST FOR BIDS

CITY OF SAN LUIS, ARIZONA

WELL SITE 4 - WATER STORAGE AND PRESSURE TANKS REHABILITATION

2027-RFB-00000002

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City of San Luis, Arizona

Jenny Torres, City Manager

Yuma Sun: August 16, 23, 2026 ? 618307

AFFP
BES - 2027-RFB-00000002

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:

08/21/2026 08/28/2026

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

Publisher or Director of Operations

Subscribed to and sworn to me this 28th day of August 2026.

Virgen P. Perez

VIRGEN P PEREZ, Notary, Yuma County, AZ

My commission expires: May 10, 2029

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

38831 618401

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

Bid Proposals

Bid Proposals

REQUEST FOR BIDS
CITY OF SAN LUIS, ARIZONA
WELL SITE 4 - WATER STORAGE AND PRESSURE TANKS REHABILITATION
2027-RFB-00000002

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City of San Luis, Arizona

Jenny Torres, City Manager

Bajo El Sol: 21 y 28 de agosto del 2026 - 618401

Ad text :

REQUEST FOR BIDS

CITY OF SAN LUIS, ARIZONA

WELL SITE 4 - WATER STORAGE AND PRESSURE TANKS REHABILITATION

2027-RFB-00000002

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City of San Luis, Arizona

Jenny Torres, City Manager

Bajo El Sol: 21 y 28 de agosto del 2026 - 618401

CITY OF SAN LUIS

REQUEST FOR BID (RFB)

FOR

WELL SITE 4 - WATER STORAGE AND PRESSURE TANKS REHABILITATION

2027-RFB-00000002

SEALED REQUEST FOR BID DEADLINE

Thursday, September 3, 2026, 1:00 pm

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

TABLE OF CONTENTS
CITY OF SAN LUIS
undefined

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

Attachments:

A - Contractor's Affidavit Regarding Settlement of Claims

B - 2026-06-23_WS4 Coating Specification

C - 2026-06-30_Well Site 4 - Bid Package Cover Letter

D - 2026_06_30_San_Luis_WS4_Site_Plan

E - 2026-06-30_Well Site 4 - Inspection Report Final For Bid

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 27, 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 Mandatory pre-bidders conference will be held at 12:00 pm at the City of San Luis City Hall, Pedro Julian Conference Room, 1090 E. Union St. San Luis, AZ 85349on Tuesday, August 25, 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 Thursday, September 3, 2026 immediately after the close of the bidding.
- City staff will convene in the City of 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 16, 2026
Advertisement/Release Project Date:	August 23, 2026
Pre-Bid Meeting (Mandatory):	August 25, 2026, 12:00pm City of San Luis City Hall, Pedro Julian Conference Room, 1090 E. Union St. San Luis, AZ 85349
Question Submission Deadline:	August 27, 2026, 6:00pm
Question Response Deadline:	August 31, 2026, 6:00pm
Bid Opening:	September 3, 2026, 1:00pm
Contractor Selection Date:	September 7, 2026
Council Meeting :	September 23, 2026, 6:00pm

3.2. PROJECT NAME, LOCATION, AND OVERVIEW

PROJECT NAME:

The name of this project is **Well Site 4 - Water Storage and Pressure Tanks Rehabilitation**. All correspondence and documents are to reference "Well Site 4 - Water Storage and Pressure Tanks Rehabilitation".

PROJECT LOCATION:

The Project is located in Yuma County, Arizona. The proposed work is located within the limits of the City of San Luis, Arizona.

OVERVIEW:

The **Well Site 4 - Water Storage and Pressure Tanks Rehabilitation** project is being undertaken by the City of San Luis, Arizona. This bid pertains to those activities described herein under the Scope of Work.

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

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

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

3.3. SCOPE OF WORK

Scope of Work, **Well Site 4 - Water Storage and Pressure Tanks Rehabilitation**.

The proposed work is located within the limits of the City of San Luis, Arizona.

3.4. Well Site 4 - Water Storage and Pressure Tanks Rehabilitation

The project consists of the rehabilitation of the water storage facilities, including the structural rehabilitation of the existing 500,000-gallon potable water storage tank, replacement of the existing roof system with a new steel roof structure and upgraded ventilation system, interior abrasive blasting and recoating of the potable water storage tank, rehabilitation and recoating of the hydropneumatic tanks, ASME recertification, replacement of the mounted air compressors, rehabilitation of selected site piping and appurtenances, recoating of the treatment system backwash tank, and all associated work necessary to reliable operational status, extend asset life, and ensure regulatory and safety compliance. The Contractor shall provide all labor, materials, equipment, testing, temporary facilities, traffic control, coordination, and incidentals required to complete the work in accordance with the plans and specifications.

PROPOSAL KIT

1. Proposal*
Project Name: Well Site 4 - Water Storage and Pressure Tanks Rehabilitation

In compliance with the Advertisement for Bids:

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

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

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

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

Understands that the work shall commence on day 1 of the Contract Time and be completed within **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	Remove & Replace Roof Top Plate	2,830	SF		
2	Remove & Replace Corroded Roof-to-Shell Perimeter Angle	100	SF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	Furnish & Install All New Rafters	28	EA		
4	Furnish & Install 8" Center Column w. Baseplate	1	LS		
5	Furnish & Install Halo Roof Support	1	LS		
6	New 36" Access Hatch & Gasket	1	LS		
7	Install 48" Roof Vent	1	EA		
8	Remove & Reinstall Safety Railing	1	LS		
9	Potable Storage Tank Interior Coating Removal (Hand/Pneumatic Scrapping)	1	LS		
10	Exterior Blasting and Preparation (All Tanks and Piping)	9,750	SF		
11	Interior Blasting and Preparation (All Tanks)	9,300	SF		
12	Potable Storage Tank Exterior Coating	7,400	SF		
13	Potable Storage Tank Interior Coating	8,100	SF		
14	Hydropneumatic Tank Exterior Coating	1,600	SF		
15	Hydropneumatic Tank Interior Coating	1,200	SF		
16	Piping Exterior Coating	750	SF		
17	Install 24" Manway on Cap End of Tank w/ Support Davit Arms	2	EA		
18	Install New Welded Flange Fittings for Appurtenances	6	EA		
19	Replace and Connect Mounted Compressors In-Kind	2	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20	New Sampling Port With Flanged Fitting	2	EA		
21	New Gaskets On Manways	2	EA		
22	Replace Existing Sight Glass In-Kind	2	EA		
23	Install Flanged Outlet Structure (90 deg bend) - Storage Tank	1	LS		
24	Replace Tank Shell Manway Gaskets	2	EA		
25	Shell & Floor Spot Repairs (12x12)	20	EA		
26	Refurbish Inlet/Overflow Piping	1	LS		
27	Replace 24" Conical Overflow Weir	1	LS		
28	Install Mesh Screen at Overflow Flapper Valve	1	LS		
29	Replace Storage Tank Sampling Port	1	LS		
30	Mobilization	1	LS		
31	Remove & Replace 1 ft of Storage Tank Shell Below Roof-to-Shell Perimeter Angle	200	SF		
32	Exterior Blasting and Preparation (Backwash Tank)	450	SF		
33	Interior Blasting and Preparation (Backwash Tank)	500	SF		
34	Treatment Backwash Tank Exterior Coating	450	SF		
35	Treatment Backwash Tank Interior Coating	500	SF		
36	Contingency (10%)	1	%		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	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 lmits and coverage required in this Contract and which is applicable to a given loss will be available to the City. These limits required by the Contract do not limit the Contractor's liability under the indemnification provisions of the Contract.

6.1. Contractor's Obligation

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

6.2. General Liability Coverage

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

6.3. Coverage Amounts

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

Employer's Liability

A. Each Accident $100,000

B. Disease for Each Employee $100,000

C. Disease Policy Limit $250,000

Contractors General Liability

A. General Aggregate $6,000,000

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

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

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

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

Automobile Liability

A. Bodily Injury:

1. Each Person $1,000,000

2. Each Accident $1,000,000

B. Property Damage

1. Each Accident $1,000,000

C. Combined Single Limit $1,000,000

Contractual Liability

A. Bodily Injury:

1. Each Accident $2,000,000

2. Annual Aggregate $2,000,000

B. Property Damage:

1. Each Accident $2,000,000

2. Annual Aggregate $2,000,000

3. Each Accident $2,000,000

4. Annual Aggregate $2,000,000

Professional Liability Errors and Omissions $1,000,000

6.4. Additional Provisions

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

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

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

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

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

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

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

stored or worked upon away from the Project site. City and its officials, officers, employees, and agents shall be named as additional insured under such insurance.

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

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

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

GENERAL CONDITIONS OF THE CONTRACT

SECTION 1 - Bidders Participation Subcontractors and Suppliers List

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

SECTION 2 - GENERAL DEFINITIONS

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

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

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

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

2.5 Contract Documents - The documents which together form the Contract between City and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract,

the exhibits and attachments to it, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, and any other documents so designated in the Contact.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. performing or furnishing labor;

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

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

SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS

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

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

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

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

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

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

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 General

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

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

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

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

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

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

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

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

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

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

4.3 Pre-Construction Conference

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 Control of the Project Site

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

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

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

4.6 Project Safety

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

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

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

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

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

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

4.7 Materials Quality, Substitutions, and Shop Drawings

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

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

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

4.8 Project Record Documents

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

4.9 Warranty and Correction of Defect Work

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

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

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

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

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

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

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

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

SECTION 5 - CITY'S RESPONSIBILITIES

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

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

SECTION 6 - CONTRACT TIME

6.1 Contract Time

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

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

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

6.2 Project Schedule

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

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

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

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

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

6.2.6 Critical Path Method (CPM)

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

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

6.2.7 Float Time

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

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

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

6.3 Final Completion and Final Acceptance

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

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

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

6.4 Liquidated Damages

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

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

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

SECTION 7 - CONTRACT PRICE

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

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

SECTION 8 - PAYMENT

8.1 Payment for Construction Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.7 Financial Record Keeping and City's Audit Right

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

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

SECTION 9 - CHANGES TO THE CONTRACT

9.1 Extra Work/Changes in the Work

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

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

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

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

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

SECTION 10 - TERMINATION

10.1 Termination by the City for Cause

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

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

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

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

10.4 Non-Appropriation The City is a government agency that relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City determines that it does not have funds to meet its

obligations under the Contract, the City shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

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

SECTION 11 - BONDS

11.1 Bonds and Other Performance Security

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

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

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

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

11.5.5 Personal or individual bonds are not acceptable.

SECTION 12 - INDEMNIFICATION

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

12.2 The Contractor shall also defend, indemnify, and hold harmless the City, any jurisdiction or agency issuing permits for any work involved in the Project and their consultants and each of their officers, officials, employees, representatives, directors, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorney's fees and other costs including costs of defense, which any of them may

incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

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

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

SECTION 13 - DISPUTE RESOLUTION

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

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

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

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

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

(ii) For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested. (iii) The DRR Notice shall be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

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

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

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

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

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

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

13.3 Mediation

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

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

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

(i) an experienced mediator, arbitrator, or litigator of construction disputes; and
(ii) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

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

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

13.4 Arbitration

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

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

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

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

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

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

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in

no event shall it be made after the date when the applicable statute of limitations would bar institution of legal or equitable proceedings based on such Claim.

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

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

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

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

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

SECTION 14 - MISCELLANEOUS PROVISIONS

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

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

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

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

14.5 No Waiver The failure of either Party to enforce any of the provisions of the Contract Documents or to require the performance of the other Party of any of the provisions under this Contract shall not be construed

to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part of them, or the right of either Party to thereafter enforce each and every provision. Unless otherwise specifically agreed to in writing by both Parties, any consent to delay in the Contractor's performance of its obligation is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

14.6 Project Communications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of San Luis
Procurement
-, -
1090 E Union Street, San Luis, AZ 85349
(928) 341-8548

EVALUATION TABULATION

RFB No. 2027-RFB-00000002

Well Site 4 - Water Storage and Pressure Tanks Rehabilitation

RESPONSE DEADLINE: September 3, 2026 at 1:00 pm

Thursday, September 3, 2026

SELECTED VENDOR TOTALS

Vendor	Total
TF Contracting Services, LLC	$1,262,303.77
Pittsburg Tank & Tower Co., Inc.	$1,316,827.60

TABLE 1

					Pittsburg Tank & Tower Co., Inc.		TF Contracting Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Remove & Replace Roof Top Plate	2830	SF	$56.00	$158,480.00	$42.48	$120,218.40
X	2	Remove & Replace Corroded Roof-to-Shell Perimeter Angle	100	SF	$400.00	$40,000.00	$212.12	$21,212.00
X	3	Furnish & Install All New Rafters	28	EA	$3,000.00	$84,000.00	$1,028.06	$28,785.68
X	4	Furnish & Install 8" Center Column w. Baseplate	1	LS	$14,000.00	$14,000.00	$5,581.93	$5,581.93
X	5	Furnish & Install Halo Roof Support	1	LS	$10,000.00	$10,000.00	$29,394.13	$29,394.13
X	6	New 36" Access Hatch & Gasket	1	LS	$2,500.00	$2,500.00	$5,479.92	$5,479.92
X	7	Install 48" Roof Vent	1	EA	$11,000.00	$11,000.00	$13,408.88	$13,408.88
X	8	Remove & Reinstall Safety Railing	1	LS	$13,600.00	$13,600.00	$2,711.46	$2,711.46

					Pittsburg Tank & Tower Co., Inc.		TF Contracting Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	9	Potable Storage Tank Interior Coating Removal (Hand/Pneumatic Scrapping)	1	LS	$30,800.00	$30,800.00	$18,468.07	$18,468.07
X	10	Exterior Blasting and Preparation (All Tanks and Piping)	9750	SF	$3.14	$30,615.00	$5.23	$50,992.50
X	11	Interior Blasting and Preparation (All Tanks)	9300	SF	$13.14	$122,202.00	$19.15	$178,095.00
X	12	Potable Storage Tank Exterior Coating	7400	SF	$13.56	$100,344.00	$5.46	$40,404.00
X	13	Potable Storage Tank Interior Coating	8100	SF	$19.00	$153,900.00	$9.63	$78,003.00
X	14	Hydropneumatic Tank Exterior Coating	1600	SF	$33.2125	$53,140.00	$3.39	$5,424.00
X	15	Hydropneumatic Tank Interior Coating	1200	SF	$33.14	$39,768.00	$11.90	$14,280.00
X	16	Piping Exterior Coating	750	SF	$13.34	$10,005.00	$16.42	$12,315.00
X	17	Install 24" Manway on Cap End of Tank w/ Support Davit Arms	2	EA	$47,790.00	$95,580.00	$107,844.11	$215,688.22
X	18	Install New Welded Flange Fittings for Appurtenances	6	EA	$860.00	$5,160.00	$8,987.01	$53,922.06
X	19	Replace and Connect Mounted Compressors In-Kind	2	EA	$21,110.00	$42,220.00	$29,314.33	$58,628.66
X	20	New Sampling Port With Flanged Fitting	2	EA	$1,130.00	$2,260.00	$212.47	$424.94
X	21	New Gaskets On Manways	2	EA	$200.00	$400.00	$77.39	$154.78
X	22	Replace Existing Sight Glass In-Kind	2	EA	$3,000.00	$6,000.00	$4,182.94	$8,365.88
X	23	Install Flanged Outlet Structure (90 deg bend) - Storage Tank	1	LS	$3,000.00	$3,000.00	$1,227.69	$1,227.69
X	24	Replace Tank Shell Manway Gaskets	2	EA	$375.00	$750.00	$548.77	$1,097.54
X	25	Shell & Floor Spot Repairs (12x12)	20	EA	$667.50	$13,350.00	$157.10	$3,142.00

					Pittsburg Tank & Tower Co., Inc.		TF Contracting Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	26	Refurbish Inlet/Overflow Piping	1	LS	$3,735.00	$3,735.00	$5,407.45	$5,407.45
X	27	Replace 24" Conical Overflow Weir	1	LS	$3,670.00	$3,670.00	$1,829.92	$1,829.92
X	28	Install Mesh Screen at Overflow Flapper Valve	1	LS	$350.00	$350.00	$175.54	$175.54
X	29	Replace Storage Tank Sampling Port	1	LS	$2,600.00	$2,600.00	$2,662.92	$2,662.92
X	30	Mobilization	1	LS	$92,665.00	$92,665.00	$109,379.31	$109,379.31
X	31	Remove & Replace 1 ft of Storage Tank Shell Below Roof-to-Shell Perimeter Angle	200	SF	$137.275	$27,455.00	$58.10	$11,620.00
X	32	Exterior Blasting and Preparation (Backwash Tank)	450	SF	$3.12	$1,404.00	$30.32	$13,644.00
X	33	Interior Blasting and Preparation (Backwash Tank)	500	SF	$13.14	$6,570.00	$36.48	$18,240.00
X	34	Treatment Backwash Tank Exterior Coating	450	SF	$13.54	$6,093.00	$16.32	$7,344.00
X	35	Treatment Backwash Tank Interior Coating	500	SF	$19.00	$9,500.00	$19.64	$9,820.00
X	36	Contingency (10%)	1	%	$119,711.60	$119,711.60	$114,754.89	$114,754.89
Total						$1,316,827.60		$1,262,303.77

CITY OF SAN LUIS

AGREEMENT
FOR THE CONSTRUCTION OF
CITY OF SAN LUIS
Well Site 4 - Water Storage and Pressure Tanks Rehabilitation

This agreement ("Contract") is made on Wednesday, October 14, 2026, by and between:

TF Contracting Services, LLC 1430 E Missouri Ave, Suite B155 Phoenix, AZ 85014 Limited Liability Company (LLC) ("Contractor") and	City of San Luis 1090 East Union Street [physical address] P.O. Box 7740 [mailing address] San Luis, Arizona 85349 an Arizona municipal corporation ("City" or "City of San Luis")

The Contractor and City may be referred to individually as the "Party" and collectively as the "Parties." All defined words in the document titled "General Conditions of the Contract" ("General Conditions"), which was provided in the City's Request for Proposals ("RFP"), Well Site 4 - Water Storage and Pressure Tanks Rehabilitation, 2027-RFB-00000002, shall have the same meaning in this Contract unless otherwise specified in this Contract. Any term defined in the General Conditions and used in this Contract shall be interpreted as per the definition provided in the General Conditions.

WHEREAS, the Scope of Work requires the Contractor to furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all work for the City of San Luis – Well Site 4 - Water Storage and Pressure Tanks Rehabilitation ("Project"), per the Contractor's bid of September 3, 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 October 14, 2026;

NOW, THEREFORE, the above recitals are incorporated into this Contract. In consideration of the City paying the sum of $1,262,326.90 to the Contractor and the Contractor constructing Well Site 4

Water Storage and Pressure Tanks Rehabilitation 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:	TF Contracting Services, LLC 1430 E Missouri Ave, Suite B155 Phoenix, AZ 85014 Telephone: (602) 909-6995 E-mail: bforster@tfcontractingaz.com
CONTRACTOR MANAGER:	Bryan Forster TF Contracting Services, LLC Telephone: (480) 828-3873 E-mail: bforster@tfcontractingaz.com
PROJECT ENGINEER / DESIGNER:	Alejandra Fraijo Arce, P.E. Kimley-Horn Telephone: (520) 615-6376 E-mail: alejandra.fraijoarce@kimley-horn.com
PROJECT DESCRIPTION:	City of San Luis, Well Site 4 - Water Storage and Pressure Tanks Rehabilitation
PROJECT LOCATION:	927 PPEP Drive San Luis, AZ 85349

ARTICLE 2 - CONTRACT DOCUMENTS

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

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

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

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

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

ARTICLE 3 - CONSTRUCTION SERVICES

4-1 General.

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

4-1.02 The Contractor shall provide all the labor and materials and perform the Work in accordance with Section 4 of the General Conditions, including but not limitd to the following major components of the construction services and the corresponding subsections of Section 4 of the General Conditions.

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

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

4-1.05 The Contractor shall comply with all terms and conditions as set forth within the General Conditions.

4-1.06 The terms of this Contract shall govern in the event of a conflict between it and the General Conditions including any exhibit to the Contract or appendix to the General Conditions.

4-1.07 For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings, and other information or matter in whatever form created (e.g., electronic or printed) and in all media now known or in the future created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If, for any reason, any such Work is found not to be a Work Made for Hire, the Contractor, by entering into this Contract, transfers and assigns ownership of the copyright in such Work to the City. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of the City. The rights in this Section are exclusive to the City in perpetuity.

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

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

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

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

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

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

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

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

ARTICLE 4 - CITY'S RESPONSIBILITIES

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

ARTICLE 5 - CONTRACT TIME

6-1 Contract Time.

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

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

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

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

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

6-3 Final Completion and Final Acceptance.

6-3.01 The Parties expressly agree by this writing that Final Completion (as defined in Section 2.14 of the General Conditions) must be obtained by **no later than one hundred fifty (150) days** (calendar days, as defined in Section 2.12 of the General Conditions) **after the date of Notice to Proceed**. Final Completion will be determined, and Final Acceptance will be issued pursuant to Sections 6.3 and 6.4 of the General Conditions.

6-4 Liquidated Damages.

6-4.01 The Contractor acknowledges and agrees that if the Contractor fails, neglects, or refuses to obtain the Final Completion of the Work within one hundred fifty (150) 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 **$910.00** for each consecutive calendar Day after the one hundred fifty (150) 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 $910.00 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 $1,262,326.90.

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

ARTICLE 7 - PAYMENT

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

ARTICLE 8 - CHANGES TO THE CONTRACT

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

ARTICLE 9 - TERMINATION

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

ARTICLE 10 - INSURANCE AND BONDS

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

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

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - DISPUTE RESOLUTION

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

ARTICLE 13 - MISCELLANEOUS PROVISIONS

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

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

ARTICLE 14 - COUNTERPARTS

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

ARTICLE 15 - AUTHORITY

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

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

Attest:

SIGNATURE

Sonia Cornelio, City Clerk

FULL NAME, TITLE

DATE SIGNED

City of San Luis, Arizona

SIGNATURE

Nieves Riedel, Mayor

FULL NAME, TITLE

DATE SIGNED

Approved As to Form

SIGNATURE

Joseph D. Estes, City Attorney

FULL NAME, TITLE

DATE SIGNED

General Contractor

SIGNATURE

Bryan Forster

FULL NAME

DATE SIGNED

City of San Luis

• www.sanluisaz.gov •

CHANGE ORDER NO. 1

Project Name: City of San Luis, Arizona – Well Site 4 Water Storage Tank Rehabilitation.

Change Order No.: 1
Initiation Date: ----------
Project No.: 2027-RFB-0002
Contract For: New Construction
Contract Date: ----------

To (Contractor):

TF Contracting Services, LLC
1430 E Missouri Avenue Suite B155
Phoenix, Arizona 85014

Not valid until signed by both the Owner and Engineer.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Date

The following change is made to the Contract:

Revise the Contract scope and bid quantities to bring the Contract amount within the available project budget, including the removal and addition of the bid items identified below.

The Original Contract Sum including Contingency $1,262,326.90

This Change Order Will Modify the Contract Sum as Follows:

- Remove and Deduct:
  - Remove and deduct Bid Item #14.....$5,422.93 (-)
  - Remove and deduct Bid Item #15.....$14,276.35 (-)
  - Remove and deduct Bid Item #17.....$215,688.22 (-)
  - Remove and deduct Bid Item #18.....$53,922.07 (-)
  - Remove and deduct Bid Item #19.....$58,628.65 (-)
  - Remove and deduct Bid Item #20.....$424.94 (-)
  - Remove and deduct Bid Item #21.....$154.78 (-)
  - Remove and deduct Bid Item #22.....$8,365.88 (-)
  - Reducing Contingency from 10% to 2.353%.....$94,756.99 (-)

  $451,640.81 (-)
- Add:
  - Add Bid Item #35.5.....$59,285.63 (+)

  $59,285.63 (+)

Net Change: $392,355.18 (-)
Original Contract Amount: $1,262,326.90
Revised Contract Amount: $869,971.72

Contingency Amount Left After This Change Order $20,000.00

The New Contract Sum including Contingency $869,971.72

DRAFT

The Contract Time will be changed by ..... (0) Days

The Date of Substantial Completion will be 150 calendar days after Notice to Proceed.

TF Contracting Services, LLC
Contractor
1430 E. Missouri Avenue, Phoenix, AZ 85014

By: _____

Name: _____

Title: _____

Date: _____

City of San Luis, Arizona
Engineering
1090 E. Union Street, San Luis, AZ 85349

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

TF Contracting
WATER & WASTEWATER

September 18, 2026

City of San Luis
1090 Union St
San Luis, AZ 85349

Attn: Tomas Sanchez

Re: Well Site 4 Storage Tank and Pressure Tanks Rehabilitation Project
Change Order 01 – Scope Reduction
Confirmation of Deduction Letter

Dear Tomas:

TF Contracting Services, LLC is an agreement with reducing the total cost of the Well Site 4 Storage Tank and Pressure Tanks Rehabilitation Project from $1,262,326.90 to $869,971.72. This reduction in costs from the elimination and the addition of the following bid scope items.

- Remove/deduct Bid Item #14
- Remove/deduct Bid Item #15
- Remove/deduct Bid Item #17
- Remove/deduct Bid Item #18
- Remove/deduct Bid Item #19
- Remove/deduct Bid Item #20
- Remove/deduct Bid Item #21
- Remove/deduct Bid Item #22
- Add Bid Item #35.5
    - This item includes management, general conditions, temporary site facility, and other ancillary costs that will still be required due to the length of the project will not be changed by removing the requested scope items.
- Reducing Bid Item #36 from 10% Contingency to 2.353% Contingency.

The total net change is -$392,355.18 from the contract amount.

Original Bid/Contract Amount:	$	1,262,326.90
Change Order #1:	$	(392,355.18)
Revised Contract Amount:	**$**	**869,971.72**

Please see Change Order #1 for full details.

Thank you for the opportunity to be of service. If you have any questions, please do not hesitate to call.

Sincerely,

Bryan Forster | Director of Water/Wastewater
TF Contracting Services, LLC
M: **480.828.3873** | E: bforster@tfcontractingaz.com
1430 E Missouri Avenue Suite #B155 | Phoenix, AZ 85014
tfcontractingaz.com | LinkedIn
ROC-330970 (A General Engineering)

TF Contracting
WATER & WASTEWATER

CHANGE ORDER 01 - SCOPE REDUCTION

Project Name:	Well 4 Water Storage & Pressure Vessel Tanks Rehabilitation
Client Name:	City of San Luis
Contractor Name:	TF Contracting
Proposal Date:	9/18/2026

Estimate ID (E-ID)	Description		Cost	Notes
00.00.00	**Div 00 - Indirect Project Costs**			
00.01.00	Sales Tax		$ -	
00.02.00	Sales Tax Deduct		$ -	
00.03.00	Profit & Overhead		$ -	
00.04.00	Insurance (GL, IF, PL)		$ -	
00.05.00	Bond		$ -	
00.00.00	***Sub-Total***		$ -	
01.00.00	**Div 01 - General Requirements**			
01.01.00	Project Staff		$ -	
01.02.00	Temporary Facilities		$ -	
01.00.00	***Sub-Total***		$ -	
00+01	**Sub-Total of Indirect Costs**		**$ -**	
02.00.00	**Subcontractors and Suppliers**			
02.01.00			$ -	
02.00.00	***Sub-Total***		$ -	
03.00.00	**Adders / Deducts from Bid Tabs**			
03.01.00	Deduct Bid Item #14		$ (5,422.93)	
03.02.00	Deduct Bid Item #15		$ (14,276.35)	
03.03.00	Deduct Bid Item #17		$ (215,688.22)	
03.04.00	Deduct Bid Item #18		$ (53,922.07)	
03.05.00	Deduct Bid Item #19		$ (58,628.65)	
03.06.00	Deduct Bid Item #20		$ (424.94)	
03.07.00	Deduct Bid Item #21		$ (154.78)	
03.08.00	Deduct Bid Item #22		$ (8,365.88)	
03.09.00	Add Bid Item #35.5		$ 59,285.63	
03.00.00	***Sub-Total***		$ (297,598.19)	
04.00.00	**Allowances and Contingencies**			
04.01.00	Reduced Contingency		$ (94,756.99)	
02.00.00	***Sub-Total***		$ (94,756.99)	
02+03+04	**Sub-Total of Direct Costs**		**$ (392,355.18)**	
00+01+02+03+04	**Overall Total (Indirects and Directs)**		**$ (392,355.18)**	

Original Bid/Contract Amount:	$	1,262,326.90
Change Order #1:	$	(392,355.18)
Revised Contract Amount:	**$**	**869,971.72**

RFB No. 2027-RFB-00000002
Well Site 4 - Water Storage and Pressure Tanks Rehabilitation
BID SCHEDULE - DEDUCT R01

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Remove & Replace Roof Top Plate	2830	SF	$42.48	$120,228.88
2	Remove & Replace Corroded Roof-to-Shell Perimeter Angle	100	SF	$212.12	$21,211.90
3	Furnish & Install All New Rafters	28	EA	$1,028.06	$28,785.56
4	Furnish & Install 8" Center Column w. Baseplate	1	LS	$5,581.93	$5,581.93
5	Furnish & Install Halo Roof Support	1	LS	$29,394.13	$29,394.13
6	New 36" Access Hatch & Gasket	1	LS	$5,479.92	$5,479.92
7	Install 48" Roof Vent	1	EA	$13,408.88	$13,408.88
8	Remove & Reinstall Safety Railing	1	LS	$2,711.46	$2,711.46
9	Potable Storage Tank Interior Coating Removal (Hand/Pneumatic Scrapping)	1	LS	$18,468.07	$18,468.07
10	Exterior Blasting and Preparation (All Tanks and Piping)	9750	SF	$5.23	$51,033.78
11	Interior Blasting and Preparation (All Tanks)	9300	SF	$19.15	$178,126.46
12	Potable Storage Tank Exterior Coating	7400	SF	$5.46	$40,369.44
13	Potable Storage Tank Interior Coating	8100	SF	$9.63	$77,980.98
~~14~~	~~Hydropneumatic Tank Exterior Coating~~	~~1600~~	~~SF~~	~~$0.00~~	~~$0.00~~
~~15~~	~~Hydropneumatic Tank Interior Coating~~	~~1200~~	~~SF~~	~~$0.00~~	~~$0.00~~
16	Piping Exterior Coating	750	SF	$16.42	$12,313.45
~~17~~	~~Install 24" Manway on Cap End of Tank w/ Support Davit Arms~~	~~2~~	~~EA~~	~~$0.00~~	~~$0.00~~
~~18~~	~~Install New Welded Flange Fittings for Appurtenances~~	~~6~~	~~EA~~	~~$0.00~~	~~$0.00~~
~~19~~	~~Replace and Connect Mounted Compressors In-Kind~~	~~2~~	~~EA~~	~~$0.00~~	~~$0.00~~
~~20~~	~~New Sampling Port With Flanged Fitting~~	~~2~~	~~EA~~	~~$0.00~~	~~$0.00~~
~~21~~	~~New Gaskets On Manways~~	~~2~~	~~EA~~	~~$0.00~~	~~$0.00~~
~~22~~	~~Replace Existing Sight Glass In-Kind~~	~~2~~	~~EA~~	~~$0.00~~	~~$0.00~~
23	Install Flanged Outlet Structure (90 deg bend) - Storage Tank	1	LS	$1,227.69	$1,227.69
24	Replace Tank Shell Manway Gaskets	2	EA	$548.77	$1,097.53
25	Shell & Floor Spot Repairs (12x12)	20	EA	$157.10	$3,142.03
26	Refurbish Inlet/Overflow Piping	1	LS	$5,407.45	$5,407.45
27	Replace 24" Conical Overflow Weir	1	LS	$1,829.92	$1,829.92
28	Install Mesh Screen at Overflow Flapper Valve	1	LS	$175.54	$175.54
29	Replace Storage Tank Sampling Port	1	LS	$2,662.92	$2,662.92
30	Mobilization	1	LS	$109,379.31	$109,379.31
31	Remove & Replace 1 ft of Storage Tank Shell Below Roof-to-Shell Perimeter Angle	200	SF	$58.10	$11,619.06
32	Exterior Blasting and Preparation (Backwash Tank)	450	SF	$30.32	$13,641.75
33	Interior Blasting and Preparation (Backwash Tank)	500	SF	$36.48	$18,241.53
34	Treatment Backwash Tank Exterior Coating	450	SF	$16.32	$7,345.02
35	Treatment Backwash Tank Interior Coating	500	SF	$19.64	$9,821.50
35.5	**Management, GC's, & Other Required Costs from Removed Items**	**1**	**LS**	**$59,285.63**	**$59,285.63**
				Subtotal (Line Items 1-35)	**$849,971.72**
36	Contingency (~2.5%)	1	%	2.353%	$20,000.00
				TOTAL BID AMOUNT	**$869,971.72**

RFB No. 2027-RFB-00000002
Well Site 4 - Water Storage and Pressure Tanks Rehabilitation
BID SCHEDULE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Remove & Replace Roof Top Plate	2830	SF	$42.48	$120,228.88
2	Remove & Replace Corroded Roof-to-Shell Perimeter Angle	100	SF	$212.12	$21,211.90
3	Furnish & Install All New Rafters	28	EA	$1,028.06	$28,785.56
4	Furnish & Install 8" Center Column w. Baseplate	1	LS	$5,581.93	$5,581.93
5	Furnish & Install Halo Roof Support	1	LS	$29,394.13	$29,394.13
6	New 36" Access Hatch & Gasket	1	LS	$5,479.92	$5,479.92
7	Install 48" Roof Vent	1	EA	$13,408.88	$13,408.88
8	Remove & Reinstall Safety Railing	1	LS	$2,711.46	$2,711.46
9	Potable Storage Tank Interior Coating Removal (Hand/Pneumatic Scrapping)	1	LS	$18,468.07	$18,468.07
10	Exterior Blasting and Preparation (All Tanks and Piping)	9750	SF	$5.23	$51,033.78
11	Interior Blasting and Preparation (All Tanks)	9300	SF	$19.15	$178,126.46
12	Potable Storage Tank Exterior Coating	7400	SF	$5.46	$40,369.44
13	Potable Storage Tank Interior Coating	8100	SF	$9.63	$77,980.98
14	Hydropneumatic Tank Exterior Coating	1600	SF	$3.39	$5,422.93
15	Hydropneumatic Tank Interior Coating	1200	SF	$11.90	$14,276.35
16	Piping Exterior Coating	750	SF	$16.42	$12,313.45
17	Install 24" Manway on Cap End of Tank w/ Support Davit Arms	2	EA	$107,844.11	$215,688.22
18	Install New Welded Flange Fittings for Appurtenances	6	EA	$8,987.01	$53,922.07
19	Replace and Connect Mounted Compressors In-Kind	2	EA	$29,314.33	$58,628.65
20	New Sampling Port With Flanged Fitting	2	EA	$212.47	$424.94
21	New Gaskets On Manways	2	EA	$77.39	$154.78
22	Replace Existing Sight Glass In-Kind	2	EA	$4,182.94	$8,365.88
23	Install Flanged Outlet Structure (90 deg bend) - Storage Tank	1	LS	$1,227.69	$1,227.69
24	Replace Tank Shell Manway Gaskets	2	EA	$548.77	$1,097.53
25	Shell & Floor Spot Repairs (12x12)	20	EA	$157.10	$3,142.03
26	Refurbish Inlet/Overflow Piping	1	LS	$5,407.45	$5,407.45
27	Replace 24" Conical Overflow Weir	1	LS	$1,829.92	$1,829.92
28	Install Mesh Screen at Overflow Flapper Valve	1	LS	$175.54	$175.54
29	Replace Storage Tank Sampling Port	1	LS	$2,662.92	$2,662.92
30	Mobilization	1	LS	$109,379.31	$109,379.31
31	Remove & Replace 1 ft of Storage Tank Shell Below Roof-to-Shell Perimeter Angle	200	SF	$58.10	$11,619.06
32	Exterior Blasting and Preparation (Backwash Tank)	450	SF	$30.32	$13,641.75
33	Interior Blasting and Preparation (Backwash Tank)	500	SF	$36.48	$18,241.53
34	Treatment Backwash Tank Exterior Coating	450	SF	$16.32	$7,345.02
35	Treatment Backwash Tank Interior Coating	500	SF	$19.64	$9,821.50
				Subtotal (Line Items 1-35)	**$1,147,569.91**
36	Contingency (10%)	1	%	10%	$114,756.99
				TOTAL BID AMOUNT	**$1,262,326.90**

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/14/2026
Department Head: Eulogio Vera, Director of Public Works, Public Works Department
Submitted By: Xochitl Lopez, Administrative Coordinator, Public Works Department
Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to approve Fiscal Year 2027 cumulative purchases for the Public Works Department. **(Xochitl Lopez, Office Supervisor)**

SUMMARY:

The Public Works Department procures essential services and mission-critical materials throughout the year for the six (6) divisions. Due to the various purchases during the fiscal year, auditors consider these cumulative purchases, which exceed the $45,000.00 threshold as described in the San Luis Purchasing Code Section 3.05.010 (D).

Staff is seeking Mayor & City Council approval for the purchase of services and materials for Fiscal Year 2027 listed on the attached Public Works cumulative purchases for FY 2027 detail, following Cooperative Purchasing procedures as allowed under the San Luis Purchasing Code Section 3.05.090 (for those available), and to waive formal purchasing procedures as permitted under the San Luis Purchasing Code Section 3.05.010 (F) for the remainder, as well as to ratify all purchases made from July to September 2026 for these vendors.

These services and essential materials include chlorine products for water and wastewater treatment, water meters and antennas for metering infrastructure, gas and lubricants for all city vehicles, landfill fees for solid waste disposal and wastewater sludge, and residential garbage containers for solid waste operations.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE PURCHASES FOR FISCAL YEAR 2027 OF SERVICES AND MATERIALS LISTED ON THE PUBLIC WORKS CUMULATIVE PURCHASES SCHEDULE AS PRESENTED IN THIS AGENDA ITEM FOR THE TOTAL AMOUNT OF $1,635,170.24, AND RATIFY PURCHASES MADE FROM JULY TO SEPTEMBER 2026, AND WAIVE FORMAL PURCHASING PROCEDURES AS STATED IN THE FISCAL IMPACT OF THIS ITEM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$1,635,170.24
BUDGETED AMOUNT:	See Fiscal Impact Below
AVAILABLE AMOUNT TO TRANSFER:	See Fiscal Impact Below
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See Fiscal Impact Below

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

For Fiscal Year 2027, the total estimated fiscal impact on these items is $1,635,170.24. This fiscal impact can fluctuate based on market prices, inflation, scarcity, and department needs. These purchases are budgeted accordingly in the FY 2027 Budget.

Staff is seeking Mayor and Council approval for the purchase of services and materials for Fiscal Year 2027 listed on the attached *"Public Works Cumulative Purchases for FY 2027"* detail following Cooperative Purchasing procedures as allowed under the San Luis Purchasing Section 3.05.090, for those available, and to waive formal purchasing procedures as permitted under the San Luis Purchasing Code Section 3.05.010 (F) Procedures Waived for the remainder.

Cooperative Purchases

These vendor has a Cooperative Purchasing Agreement, which the City is piggybacking on, pursuant to San Luis Purchasing Code §3.05.090.

Vendor Name:	Commodity:	Note:
Hill Brothers Chemical Co.	Water & Wastewater Treatment Operations	N/A
Toter, LLC.	Solid Waster Trash/Refuse Containers	N/A
*Republic Services	Municipal Solid Waste Disposal	*Paid invoices have exceeded City procurement threshold, Ratification is required

Exclusive Services

The following vendors are considered "Sole Source Vendors," as the City has determined that no other known sources are available for the required goods or services:

Vendor Name:	Commodity:	Note:
Core & Main	Water meters	
Republic Services	Wastewater (Sludge disposal)	

Procedures Waived

Public Works is requesting to waive formal purchasing procedures as permitted under the San Luis Purchasing Code Section 3.05.010 (F) Procedures Waived for the remainder.

Vendor Name:	Commodity:	Note:
McNeece Bros. Oil Company Inc.	Fuel & Oil services for City Fleet	

Attachments

PW Cumulative Purchases FY 27
Core & Main AZ - Sole Source & Bid Proposal
Cooperative Purchase Agreement - Hill Brothers
City of Yuma - McNeece Contract
Cooperative Purchase Agreement - Republic Services
Republic Services - Wastewater
Cooperative Purchase Agreement - Toter

Public Works Cumulative Purchases for FY2027

Department/Division	Account	Vendor	Description	FY27 Proposal
Water - B&C	300-302-60035	Core & Main	Water Meters and Radios for AMR	$ 135,185.42
Wastewater - Treatment Plants & Water Treatment Plants	310-311-70025	Hill Brothers Chemical Co.	Sodium Hypochlorite (bleach) - Water & WWTTreatment	$ 401,303.88
Fleet Services	70005	McNeece Bros. Oil Company, Inc.	Gasoline & Diesel Fuels	$ 582,870.32
Solid Waste	320-321-80030	Republic Services	Solid Waste - Landfill	$ 410,000.00
Wastewater	310-311-80030	Republic Services	Sludge Disposal Services - Landfill	$ 57,000.00
Solid Waste	320-321-60005	Toter, LLC	Solid Waste Containers	$ 48,810.62
			Total	**$ 1,635,170.24**

January 15, 2026

Re: Sole Source

To Whom It May Concern:

Sensus, a Xylem brand, recognizes Core & Main LP as the Authorized Distributor of Sensus products for the state of Arizona. Purchasing Sensus products from an authorized distributor in your area ensures that your products will be properly supported and warranted. Please contact Core & Main LP for all of your Sensus needs.

We look forward to providing your business with quality water products and service in the near future. Please feel free to contact me if you have any questions.

Sincerely,

Trena Simmons

Trena Simmons
Partner Success Specialist
Sensus, Xylem Brand

Trena Simmons
639 Davis Drive
Morrisville, NC 27560 USA
T: 919.538.2098
trena.simmons@xylem.com
sensus.com

Bid Proposal for San Luis annual Purchase Large Meters 6/5/26

CUSTOMER

CITY OF SAN LUIS
1090 E. UNION STREET
SAN LUIS, AZ 85349

Job
San Luis annual Purchase Large Meters 6/5/26
San Luis, AZ
Bid Date: 07/31/2026
Bid #: 4990242

CONTACT

Sales Representative
Frank Howe
(M) 520-990-4168
(T) 520-624-7180
Frank.Howe@coreandmain.com

Core & Main
1185 West Glenn
Tucson, AZ 85705
(T) 5206247180

NOTES

Bid Proposal for San Luis annual Purchase Large Meters 6/5/26

CITY OF SAN LUIS
Job Location: San Luis, AZ
Bid Date: 07/31/2026
Core & Main Bid #: 4990242

Core & Main
1185 West Glenn
Tucson, AZ 85705
Phone: 5206247180

Seq#	Qty	Description	Units	Price	Ext Price
10	15	CORDONEL 2 1G 17LL 9WHL 6' TRPL 3W CABLE TEST PORT & PLUG	EA	2,254.00	33,810.00
		PRESSURE SENSOR SM G2X1PXP1GXWXXSD			
20	4	CORDONEL 3 1G 19LL 9WHL 20' TRPL 3W CABLE TEST PORT & PLUG	EA	3,429.00	13,716.00
		PRESSURE SENSOR SM G3X1PXP2GXWXXSD			
30	1	CORDONEL 6 1G 27LL 9WHL 20' TRPL 3W CABLE TEST PORT & PLUG	EA	7,291.17	7,291.17
		PRESSURE SENSOR SM G6X1PXP2GXWXXSD			
40	10	OMNI+ T2 2 1G 17LL 9WHL 6' TRPL 3W CABLE	EA	1,455.00	14,550.00
		REG ID MATCHES MTR BODY ID SM T2X1XX1GXW0XXSD			
50	32	IPERL+ 1 1G 10.75LL 7WHL 6' TRPL 2W CABLE SM	EA	300.00	9,600.00
		IX4S1GBXXXXXXD			
60	32	ALLY 5/8X3/4 1G 7.5LL 7WHL 6' TRPL 3W CABLE STRAINER	EA	550.00	17,600.00
		MFG S/N F/MTR ID & CVR SM V5VPX8SSGBD			
70	81	520M M2 S/POINT TC SP HR & LD PIT SET 5396353752201MI	EA	222.00	17,982.00
80	54	520M M2 S/POINT TC DP HR & LD PIT SET 5396353752203MI	EA	308.00	16,632.00
				Sub Total	**131,181.17**
				Freight	200.00
				Tax	3,804.25
				Total	**135,185.42**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

AGREEMENT TO PROVIDE SERVICE PURSUANT TO A COOPERATIVE PURCHASING CONTRACT

This Agreement is made and entered into by and between the City of San Luis, an Arizona municipal corporation, hereinafter designated as the "City" and Hill Brothers Chemical Company, a California limited liability company, hereinafter designated as the "Contractor". City and Contractor may hereinafter be referred to individual as a "Party" or collectively as the "Parties."

Recitals

A. Contractor has contracted with City of Chandler pursuant to agreement No. PW6-885-5060 (the "Cooperative Purchasing Contract"), attached hereto as **Exhibit "A"** and incorporated herein; and; and

B. Pursuant to A.R.S. § 41-2631 et seq. and City Code § 3.05.909, the City has authority to utilize cooperative purchasing contracts and engage Contractors under the terms thereof.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Cooperative Purchasing Contract and this Agreement, and (ii) establishing the terms and conditions by which the Contractor may provide the City with the services, materials and/or equipment as more particularly set forth below (the "Services").

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

1. Scope of Work. Contractor shall provide the Services as detailed and described in the Hill Brothers Chemical Quote – City of San Luis, attached hereto as **Exhibit B**, which is incorporated herein by reference. As used in this Contract, all references in the Cooperative Purchasing Contract to Sourcewell shall mean the City.

2. Completion of Work. The Contractor shall provide the Services as provided for in the Quote.

3. Payment. The Contract Price is $223,872.88. Payment to the Contractor for the Services provided, shall be made in accordance with the price list and terms set forth in the Quote and Cooperative Purchasing Contract.

4. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement.

5. **Conflict of Interest.** The Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

6. **Agreement Subject to Appropriation.** The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

7. **Boycott of Israel.** To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

8. **Forced Labor Of Ethnic Uyghurs Prohibited.** Pursuant to A.R.S. § 35-394, by entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

9. **Conflicting Terms.** In the event of any inconsistency, conflict or ambiguity between this Agreement and the Cooperative Purchasing Contract, this Agreement shall govern.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same

instrument, and each of said counterparts shall be deemed original hereof.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of September, 2026.

CITY OF SAN LUIS:

By: _____
Nieves Riedel, Mayor

CONTRACTOR:

By: _____
(*Signature)*

_____
(*Printed Name & Title)*

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Joseph D. Estes, City Attorney

EXHIBIT A
CONTRACT OF COOPERATIVE PURCHASING ENTITY

Attached:

- City of Chandler Purchase Agreement No. PW6-885-5060

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City Clerk Document No. _____

City Council Meeting Date: August 13, 2026

CITY OF CHANDLER PURCHASE AGREEMENT
WATER TREATMENT CHEMICALS
CITY OF CHANDLER AGREEMENT NO. PW6-885-5060

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and **Hill Brothers Chemical Company**, a California Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made August 17, 2026 (Effective Date).

RECITALS

A. City proposes to enter into several related agreements to purchase water treatment chemicals in various amounts for the prices set forth in each agreement. Although the amount and type of chemicals purchased by the City may vary, the total sum for all chemical agreements must not exceed $12,580,000.00.

B. City proposes to purchase water treatment chemicals from Contractor as mor fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. Contractor is ready, willing, and able to provide the goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible

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Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement.

The term of the Agreement is **1 year (s), and begins on August 15, 2026 and ends on August 14, 2027** unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to **4 additional terms of 1 year (s**) each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes,

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damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such

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work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the

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failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: City of Chandler Purchasing	Name: Michael Zaragoza
Title: Procurement Officer	Title: Director of Sales
Address: 175 S. Arizona Avenue, 3rd floor	Address: 21639 N. 12th Avenue, Suite 110
Chandler, AZ 85225	Phoenix, AZ 85027
Phone: 480-782-2400	Phone: 602-315-9363
Email: Purchasing@chandleraz.gov	Email: mz@hillbrothers.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

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5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City’s written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a

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period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides goods or services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

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5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are

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required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

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5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

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5.39 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Reserved.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately

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contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.49 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.54 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.55 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

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5.56 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: Kevin Hartke

Its: Mayor

FOR THE CONTRACTOR

By: _____

Its: Director of Sales. Southwest Region

APPROVED AS TO FORM:

By: Daniel L Brown for JMB

City Attorney

ATTEST:

By: _____

City Clerk

CITY OF CHANDLER CORPORATE SEAL ARIZONA

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EXHIBIT A
SCOPE OF WORK

City of Chandler is contracting with experienced Vendors to establish purchase and delivery of water treatment chemicals specified in Exhibit B**.**

DELIVERY LOCATIONS AND HOURS

Contractors are responsible for ensuring delivery instructions and location are conveyed to the driver for each delivery. Unless otherwise indicated at time of order, general driver instructions are:

- Notify the contact indicated for the delivery of the estimated arrival time at least sixty (60) minutes prior to arrival.
- Check in at delivery site main office (when applicable) upon arrival.
- Offload will not commence until met by the delivery location contact or designee.
- Be equipped with the proper personal protective equipment appropriate for the product delivered (apron, goggles, face shield, gloves, etc.) for use during off-loading.
- Provide required documentation for the product at time of delivery.
- Bill of Lading (documentation to include volume/weight)
- Certificate of Analysis (must include percent solution)
- Safety Data Sheet
- OSHA safety procedures will be enforced during unloading and at all times.
- Failure to follow delivery instructions may result in refusal of delivery.

Water Treatment Plant/Production:
1475 E. Pecos Rd., Chandler, AZ 85286

- Deliveries accepted Monday-Friday 6:00 a.m. – 6:00 p.m.
- Contact number: 480-782-3632

Ocotillo Brine Reduction Facility:
3737 S. Old Price Rd., Chandler, AZ

- Deliveries accepted Monday-Friday 6:00 a.m. – 5:00 p.m.

Airport Water Reclamation Facility:
905 E. Queen Creek Rd., Chandler, AZ

- Deliveries accepted Monday-Friday 7:00 a.m. – 2:00 p.m.

Ocotillo Water Reclamation Facility:
3333 S. Old Price Rd., Chandler, AZ

- Deliveries accepted Monday-Friday 7:00 a.m. – 2:00 p.m.

Lone Butte Water Reclamation Facility:
Gila River Indian Reservation, 3 miles west of Firebird Lake (I-10/Maricopa Road)

- Deliveries accepted Monday-Friday 7:00 a.m. – 12:00 p.m.

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202 Price Road Diversion Structure:
NEC of 101 and 202 SanTan Freeways

- Deliveries accepted Monday-Friday 7:00 a.m. – 3:00 p.m.

Aquatic Facilities:
Arrowhead Pool - 1475 W. Erie St., Chandler, AZ 85224
Desert Oasis Aquatic Center - 1400 W. Summit Pl, Chandler, AZ 85224
Folley Pool - 601 E. Fairview, Chandler, AZ 85225
Hamilton Aquatic Center - 3838 S. Arizona Ave., Chandler, AZ 85248
Mesquite Groves Aquatic Center - 5901 S. Hillcrest Dr., Chandler, AZ 85249
Nozomi Aquatic Center - 250 S Kyrene Rd., Chandler, AZ 85226

- Deliveries accepted Monday-Friday 5:00 a.m. - 1:00 p.m.
- Contact number: 480-782-2763

NSF/ANSI 60 CERTIFICATION

All chemicals for Water Treatment Plant and Water Production shall be NSF/ANSI 60 certified. Chemicals for Aquatic use are preferred to be NSF certified.

TECHNICAL SUPPORT

If requested by the City, the Contractor will provide technical support for the purpose of optimizing use and dosage of the items on contract. Additionally, if requested by the City, the Contractor will perform jar testing to ensure performance of the product.

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EXHIBIT B
COMPENSATION AND FEES

The stated price shall be inclusive of all duties, levies, freight charges, packing charges, insurance charges, installation charges and any other charges whatsoever in connection with the goods provided.

Item No.	Description	Delivered Size	Unit of Measure	Estimated Annual Qty	Product Offered	Unit Price
13	Liquid Sodium Hypochlorite (Bleach), High-quality filtered, 12.5%.	Bulk	gal	1,938,500	Liquid Sodium Hypochlorite (Bleach), High-quality filtered, 12.5%.	$ 1.45
13a	Liquid Sodium Hypochlorite (Bleach), High-quality filtered, 12.5%.	Mini-bulk	gal	80,000	Liquid Sodium Hypochlorite (Bleach), High-quality filtered, 12.5%.	$ 1.65
21	Sulfuric Acid, 50% solution.	275-gal tote	gal	1,000	Sulfuric Acid, 50% solution.	$ 2.91
23	Soda Bicarbonate, Industrial grade.	55-lb pail	lb	10,000	Soda Bicarbonate, Industrial grade.	$ 0.35
25	Granular Calcium Hypochlorite (HTH), 65 to 70% soluble.	100-lb container	lb	3,500	Granular Calcium Hypochlorite (HTH), 65 to 70% soluble.	$ 3.11

Minimum percent discount offered for chemicals not listed above _____15%_____

Delivery time after receipt of an order (ARO) _____2-3 business days_____

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EXHIBIT C
INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess

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insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of

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three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D
SPECIAL CONDITIONS

NONE

EXHIBIT B
CONTRACT OF COOPERATIVE PURCHASING ENTITY

Attached:

- Quotation - July 22nd, 2026

HILL BROTHERS *Chemical Co.*
Regional Marketing Office
21639 N. 12th Ave., Suite 100
Phoenix, AZ 85027
Phone (623) 879-9210
Order Desk (626) 333-2251

QUOTATION

DATE: July 22nd, 2026 *SALESPERSON:Jason Kowanetz*

CUSTOMER INFORMATION

CUSTOMER NAME: City of San Luis, AZ. 85349 CUS6829 & CUS868
CONTACT NAME: Jorge Perez *TITLE: Asst. Director of Public Works*
ADDRESS: 1090 E. Union Street
CITY: San Luis *STATE: AZ* *ZIP: 85349*
PHONE: (928) 655-9357 *EMAIL: jperez@sanluisaz.gov*

QUOTE: *Prices subject to industry wide increases/decreases.*

QUANTITY	PACKAGE	DESCRIPTION	UNIT PRICE	UNIT
		To Whom It May Concern,		
		Hill Brothers Chemical Company is pleased to offer for your consideration the below proposal.		
	CC17000G0 Mini Bulk (1500 – less than 4500gal.)	*12.5% NSF Certified Sodium Hypochlorite in Mini-Bulk Delivery for the City of San Luis, AZ. for the two water reclamation facilities and the five potable water well locations.*	*$1.65/gallon + tax*	
		Flat Rate Delivery Fee per site.	*$848.00 per stop*	
		Effective from July 22nd 2026 through August 14th 2027 pursuant to the current City of Chandler Cooperative Contract PW6-885-5060		
		Sales Tax at 8.6%		

TERMS: Net 30 Days w/credit approval F.O.B.: Shipping Point

RFP-24-284 Offsite Fuel Card Services

Department Contact: Joe Lopez / Joseph.Lopez@YumaAz.gov

Buyer: Jimmy Sanchez / Jimmy.Sanchez@YumaAz.gov

Contract Term: July 23, 2024 through July 22, 2025

Qualified Vendor

McNeece Bros. Oil Co., Inc.
Vendor # 2900

Patrick McNeece
Patrick@McNeeceBros.com
(928) 782-6543

Physical address: 240 E Wellington
Yuma, Az 85364
Mailing Address: PO Box 128
Yuma, Az 85366-0128

Summary of Services: McNeece Bros. Oil Co., Inc. is to provide the City with Offsite Fuel Card Services in accordance with and as may be regulated by current federal, state and local laws and regulations. McNeece Bros. Oil Co., Inc. must demonstrate that they have the necessary facilities, experience, personnel, and financial resources to meet service requirements.

McNeece Bros. Oil Co., Inc. is to operate 24 hours a day, 7 days a week, 365 days per year, unattended fueling sites designed for commercial fleet vehicles with excellent accessibility for larger commercial trucks more convenient and efficient service. These services are imperative in maintaining the City's fleet operations for its motorized vehicles and equipment.

Background: The City of Yuma is a municipality comprised of fourteen departments. The City's fleet operations are maintained through the Public Works / Fleet Services Division. The City's fleet is comprised of approximately 525 units of rolling stock (motorized vehicles and equipment) running on gasoline and diesel fuels.

City of Yuma
Offsite Fuel Card Services
RFP-24-284

City of Yuma Buyer: Jimmy Sanchez 928-373-5110
Jimmy.Sanchez@Yumaaz.gov
City POC: Joe Lopez 928-373-4500
Joseph.Lopez@Yumaaz.gov

Vendor #2900
McNeece
240 Wellington St
Yuma, AZ

Patrick McNeece
928-782-6543
patrick@mcneecebros.com

Contract Expires July 23, 2029

ITEM NO.	FUEL GRADE	MARK UP (Per Gal)
1	Unleaded Fuel 87 Octane	$0.25
2	Unleaded Fuel 88-90 Octane	$0.25
3	Diesel Fuel	$0.25

INVOICING:

In order to receive prompt payment for goods or services to the City of Yuma, the vendor is required to submit an invoice to City of Yuma Finance Department/Accounting Division, One City Plaza, Yuma, Arizona 85364-1436 or email Payables@YumaAz.gov to as indicated in the solicitation. Invoices must show:

1. City Contract (Bid) RFP-24-284
2. Complete descriptions of the goods or services furnished
3. Quantity
4. Unit prices and extensions
5. All applicable taxes
6. Name of department/division to which shipment was made
7. In addition, the invoice should include the vendor’s invoice number and contact
8. City Staff person's name that placed the order

RFP-24-284

Offsite Fuel Card Services

Offer and Acceptance

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

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

AZ Transaction Privilege Tax License # *(if applicable)*	14010189
Arizona Contractor License # *(if applicable)*	
Arizona Registrant License # *(if applicable)*	
City of Yuma Business License #	WLSL-040164-07-2023
Company Name	McNeece Bros. Oil Co., Inc.
Address	P.O. Box 128
City, State, ZIP	Yuma, AZ 85366-0128
Telephone	760-222-8038
Email Address	patrick@mcneecebros.com
Contact Person Authorized to Sign	Patrick McNeece
Title of Authorized to Sign	GM
Date	5-15-24
Signature	Patrick McNeece

ACCEPTANCE OF OFFER – CITY OF YUMA

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

Acting City Administrator, John D. Simonton

Approved as to form:

Richard W. Files, City Attorney

Attested by:

Cara Smathers On Behalf of

Lynda L. Bushong, City Clerk

Effective Date: 07/23/2024

OFFSITE FUEL CARD SERVICES CONTRACT
BETWEEN
THE CITY OF YUMA
AND
McNEECE BROS. OIL Co., INC.

This Contract ("Agreement") is entered into as of the Effective Date set forth in the executed Offer and Acceptance Form between the City of Yuma, an Arizona municipal corporation, ("the City") and McNeece Bros. Oil Co., Inc, (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. The City issued a Request for Proposals, RFP-24-284 Offsite Fuel Card Services (the "RFP"), a copy of which is on file in the City Clerk's Office and incorporated by reference.

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

AGREEMENT

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

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

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

3. Compensation. The City shall pay Contractor as an amount not to exceed the agreed amount for Services (as described in the Scope of Work), set forth in the Fee Proposal, dated May 21 2024, attached as Exhibit C and incorporated by reference.

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

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

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

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

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

9. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each City Council member, officer, director, employee or agent thereof (the City and any such person shall be deemed an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable Contractors' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions in connection with the work or services of the Contractor, Contractor's officers, employees, agents, or any tier of subContractor or person attributable to Contractor in the performance of this Agreement.

10. Termination; Cancellation.

10.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

10.2 For Cause.

If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to the non-defaulting Party at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that the default cannot reasonably be cured within thirty (30) days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure the nonperformance and diligently continues to completion the cure of the nonperformance. In no event shall any such cure period exceed ninety (90) days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of Contractor's fee due as of the termination date.

10.3 Due to Work Stoppage. This Agreement may be terminated by the City upon thirty (30) days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of Contractor's fee due as of the termination date.

10.4 Conflict of Interest. . This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of City's departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of City's departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee

of any other Party to the Agreement in any capacity or a Contractor to any other Party of the Agreement with respect to the subject matter of the Agreement.

10.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

10.6 Agreement Subject to Appropriation. The City is obligated only to pay City's obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay City's Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for City's obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

11. Before the commencement of any services, the Contractor must provide the City **with certificates of insurance and formal endorsements** identifying this Agreement by the City's contract number and name. All required insurance policies, except Workers' Compensation and Professional Liability must name the City, and City's employees, as Additional Insured with endorsement. Workers' Compensation and Professional Liability insurance must contain an endorsement waiving subrogation and Contractor must waive subrogation against the City. All insurance policies are subject to approval by the City. All policies, except Workers' Compensation and Professional Liability, must include an endorsement providing that such insurance under Contractor's policy is primary insurance and that any other insurance maintained by the City is excess and noncontributing with the insurance required under this section. Policies must be written on a per occurrence basis. The Contractor must give the City 30 days written notice before canceling, terminating, or altering any policy. The Contractor's failure to furnish evidence of insurance will be considered a breach.

The Certificate Holder must be named as follows: **City of Yuma, Yuma, Arizona**

All certificates are to be sent to: ***purchasingweb@yumaaz.gov***

A. The Contractor must carry **Worker's Compensation Insurance** to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than *$100,000.00* for each accident, *$100,000.00* disease for each employee, and *$500,000.00* disease policy limit. The policy must contain a waiver of subrogation by the insurance carrier. Contractor must also waive subrogation.

The Contractor must require sub-Contractor(s) to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Contractor.

B. The Contractor6 must carry **Commercial/Business Automobile Liability** with a combined single limit for bodily injury and property damages of not less than *$1 million* for each occurrence on all vehicles the Contractor uses, whether owned or leased, in the performance of the work or services under this Agreement. *If hazardous materials or wastes are transported, CA 9948 endorsement must be included and $3 million per accident limits for bodily injury and property damage will apply.*

C. The Contractor must carry **Commercial General Liability** insurance with an unimpaired limit of not less than $1 million for each occurrence with a General Aggregate Limit of $2 million. The policy must be primary. Coverage must extend for two years past completion and acceptance of the project, and the Contractor must provide annual Certificates of Insurance of continued coverage. No endorsement limiting or excluding a required coverage is permitted. All coverages shall be on an occurrence basis. THE ADDITIONAL INSURED ENDORSEMENT REQUIRED SHALL BE AN ISO FORM B (CG 20 10 10 01 or CG 20 34 10 01 AND CG 20 37 10 01), OR EQUIVALENT.

D. The Contractor must carry **Umbrella/Excess Liability** insurance with an unimpaired limit of not less than $2 million per occurrence combined limit bodily injury and property damage, in excess of the Commercial General Liability, Automobile Liability and Employer's Liability, as required above.

E. The Contractor must carry Professional Liability coverage for errors and omissions arising out of the work or services performed by the Contractor, Contractor's agents, and employees, with an unimpaired limit of $2 million each claim and $2 million all claims.

F. The amount and types of insurance coverage requirements set forth will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. Miscellaneous.

12.1 Independent Contractor. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent Contractor, not as an employee or agent of the City. Contractor, Contractor's employees, and subContractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, Contractor's employees, or subContractors. The Contractor, and not the City, shall determine the time of Contractor's performance of the services provided under this Agreement so long as Contractor meets the requirements of Contractor's agreed Scope of Work as set forth in Section 2 above and Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing Contractor's profession elsewhere.

12.2 Applicable Law; Venue. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or as may be appropriate, in the Justice Courts of Yuma County, Arizona or in the United States District Court for the District of Arizona, John M. Roll Courthouse if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

12.3 Laws and Regulations. Contractor shall comply with the Americans with Disabilities Act (ADA) and shall indemnify City for any costs, including but not limited to, damages, Contractor's fees, and staff time in any action or proceeding brought alleging violation of the ADA by Contractor. Contractor shall not discriminate against any person based on race, religion, color, age, sex, or national origin in the performance of this Agreement, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and State Executive Order No. 2009-09 as such may be amended from time to time. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. The Contractor shall include similar requirements of all sub-Contractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of Contractor's duties under this Agreement ensure that Contractor and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to Contractor's performance under this Agreement.

12.4 Amendments. This Agreement may be modified only by a written amendment signed by persons authorized to enter into contracts on behalf of the City and the Contractor.

12.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though such provisions were included and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be amended to make such insertion or correction.

12.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.

12.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth in a written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

12.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

12.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether

subContractors are used. Failure to pay subContractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

12.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of an payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

12.11 Attorney's Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default, the prevailing Party shall be entitled to receive from the other Party reasonable Attorney's fees and reasonable costs and expenses, determined by the court and not the jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

12.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

12.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

12.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	If to Contractor:
City of Yuma	McNeece Bros. Oil Co., Inc.
Attn: City Administrator	Patrick McNeece
One City Plaza	240 E Wellington Street
Yuma, Arizona 85364	Yuma, AZ 85364

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not the Party's counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12.15 Force Majeure. A Party may be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, pandemic, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the City, that the non-performance is not due to the fault or neglect of the Party not performing.

12.16 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in Contractor's records or obtained from the City or from others in carrying out Contractor's obligations under this Agreement shall not be used or disclosed by either, Contractor's agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

12.17 E-Verify Requirements. To the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41-4401, the Contractor and Contractor's subContractors warrant compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A) ("Immigration Warranty"). Contractor's or Contractor's subContractor's failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the documents of all Contractor personnel who provide services under this Agreement to ensure that Contractor or Contractor's subContractors are complying with the Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at City's sole discretion, conduct random verification of the employment records of Contractor and any subContractor to ensure compliance with the Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither Contractor nor any subContractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subContractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

12.18 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the Contractor's Proposal, the documents shall govern in the order listed.

12.19 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

12.20 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement Agreements developed by the City, at their discretion and with the Agreement of the awarded Contractor. Contractor may, at Contractor's sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any

rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

12.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of Contractor's obligations is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

12.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

12.23 Boycott of Israel. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 35-393.01. Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Agreement that the Contractor will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.

12.24 Survival. The obligations of Contractor under this Section shall survive the termination of this Agreement.

12.25 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

OFFER AND ACCEPTANCE FORM ATTACHED (After Fully Executed)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
MCNEECE BROS. OIL CO., INC.
[Contractor's Proposal]

See following pages.

3.1 Front Cover

Attached is a response to **RFP-24-284**

Offsite Fuel Card Services

Attn: Jimmy Sanchez

City of Yuma, Procurement Division

One City Plaza

Yuma, AZ 85364

3.2 Title Page

McNeece Bros. Oil Co., Inc.

Physical Address: 240 E Wellington Yuma, AZ 85364

Mailing Address: PO Box 128 Yuma, AZ 85366-0128

Phone Number: (928) 782-6543

Website: www.mcneecebros.com

Points of Contact:

Patrick McNeece – patrick@mcneecebros.com

Gerardo Gonzalez – gerardo@mcneecebros.com

Principals:

Michael McNeece

Robert & Betty Jo McNeece

Robert II & Charlene McNeece

PETROLEUM PRODUCTS
P.U.C. HAULING

McNEECE BROS. OIL CO., INC.

POST OFFICE BOX 1280
EL CENTRO, CALIFORNIA 92244-1280
(760) 352-4721

3.3 Cover/transmittal letter

A) The McNeece Family has a long history in the petroleum industry that dates back over a century ago to 1919 when John McNeece built the second gas station in El Centro, CA. Since then, the 3 generations that have proceeded John have grown the business into a two-state marketer of fuel, lubricants, and commercial fleet fueling cardlocks. With over a century of experience in the petroleum industry, McNeece Bros. is more than qualified to serve the fleet fueling needs of the City of Yuma, AZ. McNeece Bros. currently serves the petroleum needs of several different municipalities with a few of the examples being the City of San Luis, The City of El Centro, the city of Brawley, the city of Calipatria, a variety local school districts, etc. which proves that we are qualified for this specific proposal. Since around 2016 McNeece Bros. has been the last truly locally owned petroleum distributor in Yuma County, with principal owners Robert II & Charlene McNeece having been Yuma residents for over 40+ years. It would be of immense pleasure to be selected as the provider of choice for the City of Yuma's offsite fuel card services. Here at McNeece Bros. we pride ourselves on serving our great customers with exceptional customer service that beats the competition. You can be assured that city dollars spent patronizing McNeece Bros oil company will stay local and help assist McNeece

Bros. in our yearly charitable donations to the many different organizations throughout Yuma County that we have continuously supported throughout many years. This year McNeece Bros was inducted into the Yuma's Best business Hall of Fame after being selected as Yuma's Best Petroleum Distributor 5 consecutive years in a row.

B) Our areas of specialty are ALL things petroleum! Whether that be bulk fuel, lubricants, fleet card services, or retail gasoline. We have a long successful history in all these areas and consider ourselves the experts in these segments of our industry.

C) McNeece Bros Oil Co., Inc. currently employs around seventy people.

D) The contact person for McNeece Bros. submittal is Patrick McNeece. Another key personnel is Gerardo Gonzalez. If awarded the contract; cell phone numbers for each personnel will be provided to the City of Yuma. Feel free to reach out to key personnel 24/7 365 days a year.

E) The Legal Entity is.

Mc Neece Bros. Oil Company, Inc.

PO box 1280 El Centro, CA 92243-1280

Employer identification number 95-2689806

S-corporation

F) McNeece Bros. has offices in Yuma, El Centro, Brawley. Each office has the capability of handling all roles of the organization to be able to serve our customers. Attached with the offer and acceptance form is McNeece Bros. AZ Transaction Privilege tax license # as well as our City of Yuma Business License #.

G) McNeece Bros. Oil Co., Inc is a full line petroleum distributor specializing in Fuel, lubricants, and Fleet cards. The current legal entity has been registered as a business since 1971 but the organization is much older than that.

H) N/A

I) N/A

Print Name Patrick McNeece Signature Patrick McNeece

Date 5-15-24

3.4 Table of Contents

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3.2 Title page	Page 2
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3.5 Request for Proposals Evaluation Criteria

A. Reports, Billing and Support

1. Yes, times and locations are available in the report.

2. Yes, card fueling limits can be reported or not allowed if limits are exceeded.

3. Yes, a PIN would be issued to each authorized user.

4. Yes, miles per gallon would be trackable on reports.

5. McNeece Bros. will set up City of Yuma with login credentials to the Pacific Pride portal where many different reports can be accessed. Reports will include Operator ID, date, time, fueling location, fueling date, fueling time, number of gallons dispensed. Total dispensed cost will be available on the monthly billing statement that will be provided in PDF and .csv format.

6. Yes, our system has built in fraud alerts that will trigger if a transaction appears suspicious.

7. Yes.

8. Yes, staff will be able to pull/run reports on a weekly and monthly basis.

9. Price per gallon will be determined by the OPIS 8am based cost-plus Phoenix, AZ unbranded rack average per product + 25 cent markup. DEF $2.69 per gallon

10. Unlimited

B. Project Approach

1. A. McNeece Bros will issue each vehicle in the fleet a specific fueling card and the assigned fueling card will be kept assigned to each specific vehicle. Printed on the fueling card will be the name of the assigned vehicle Example (Vehicle #28 Ford f-150 XXX) or (Vehicle #22 Freightliner sweeper truck XXXX) the XXXX being the last four digits of the VIN #. McNeece Bros. will then create "Driver Profiles" in the system of each city employee that is authorized to purchase fuel using the fuel cards. Each employee will be assigned a specific PIN number that will identify them in their driver profile. When a city employee purchases fuel they will enter in their unique PIN, they will enter in the vehicle odometer, the pump # they are fueling at and then the screen will prompt for MISC (miscellaneous) the employe will enter the last four digits of the VIN that is printed on the fuel card. When the city receives their monthly billing/ transaction statement they will be able to see each individual employee's fuel purchases for that month. They will be able to see date of purchase, time or purchase, site location #, MISC, (last four of vehicles VIN that was fueled) Odometer, product, quantity, per gallon price, ex tax total amount, break down of federal/state/sales tax etc. if applicable and the total fully taxed dollar amount of the transaction. This monthly billing statement and transaction report will be provided in both PDF and .CSV format. City admin employees will be given access to the Pacific Pride portal to be able to oversee the city account. In this portal there a number of tools that will be available such as seeing a list of all valid and invalid cards on the account. They will be able to run a number of different reports and set parameters of their choice to tailor the reports to

their specific wants and needs. McNeece Bros. with the help of city admins will work to get all cards ordered and setup in the system correctly. After the initial setup, only basic upkeep of the cards will need to be maintained. Such as adding new cards, invalidating old/ lost cards, and updates to existing cards etc. Currently McNeece Bros does not print our own cards in-house and has a 7-day lead time on new card orders. If everything goes right McNeece Bros will start printing our own cards in-house by September 2024 at which there will be a 24hr. lead time on new card and replacement care orders.

B. Training can be provided by McNeece Bros for website and reports; however, you will notice that it is very straight forward and user friendly.

C. Please refer to letter A. Keep in mind that that is a suggestion of how the system can be setup, but if the City has another way of doing it with their current vendor then we can duplicate that same method. Your current provider uses the CFN Network, we utilize the Pacific Pride Network. Both networks are owned by the same parent corporation CORPAY. Whatever current setup and functionality you are using with CFN can also be mimicked on the Pacific Pride network so please keep that in mind.

D. Individual fuel limits can surely be placed on individual fueling cards. These limits include. # of transactions per day, gallon limits per day, product restrictions, daily $ limits, Monthly $ limits, Day of the week limits and Time of day limits as well. The city will contact Gerardo Gonzalez for everything to do with card issuance, card updates, new card orders, card replacements, etc. A multi-year contract is not required.

E. Please refer to letter A. All transactions can be tracked to induvial vehicles or pieces of equipment.

F. It is not recommended, but if an operator loses or misplaces one of fuel cards that is assigned to a specific vehicle, a fuel card from another vehicle can be used to purchase fuel if necessary. They can then enter the last four digits of the VIN of the vehicle under the MISC prompt and the transaction will still be tracked correctly.

C. Contractors capacity of the Work.

1. We currently serve a number of different municipalities and school districts with similar or larger sizes of fleets such as City of San Luis, El Centro, Brawley, Calipatria. School districts such as Brawley, Central Union, McCabe, Meadows, Heber, Harvest preparatory etc.

2. We offer the Pacific Pride Fueling network card. This card offering is designed exceptionally to meet the needs of government entities and tax-exempt organizations. We can offer in-network OPIS cost plus pricing at our two local Pacific Pride fueling sites located 1060 S Walnut Ave. and 2400 S Fourth Ave. that are owned and operated by McNeece Bros Oil., as well as our Shell McNeece Mart retail gas station located at 796 S Fourth Ave. The fuel cards are also accepted at out-of-networks sites as well, but McNeece Bros. will not be able to offer OPIS cost plus pricing at out-of-network sites. These sites include All Chevrons, Texaco's, Circle K's, Mobil's, Exxon's, Speedways, QT's and many more.

3. My company does not have access to this data. We were not a subscriber to OPIS pricing for Phoenix AZ racks in January of 2024, so I do not have the OPIS Data form January 2024 to be able to provide you with that answer.

4. Currently it is seven business days, but by September 2024 we should be printing our own cards in house, and it will be 24hr. time frame.

5. Yes, an odometer will be required.

6. 20 characters per line.

7. We can offer OPIS cost plus pricing at the following three locations.

1060 S Walnut ave. Pacific Pride. Products available are all three grades of gasoline, on-road, and off-road diesel (High speed pump capabilities) DEF available before the end of 2024 calendar year.

2400 S Fourth Ave. Pacific Pride. Products available are all three grades of gasoline and on-road diesel. DEF available before the end of 2024.

796 S Fourth Ave. McNeece Mart Shell. Products available. All three grades of gasoline and on-road diesel.

8. Patrick McNeece- GM available to all aspects of contract and fuel card/site operations.

Gerard Gonzalez- Sales Rep available to all aspects of fuel card/site operations.

9. Yes, a card can be setup with the ability to limit fuel grades.

D. I have read over the entire "Scope of work" and can confirm that McNeece Bros can meet ALL requirements outlined in the "Scope of work" except for the surveillance camera footage.

E. Fee proposal included in submittal. DEF will be priced at $2.69 per gallon

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
MCNEECE BROS. OIL CO., INC.

[Scope of Work]

See following page(s).

III. SCOPE OF WORK

The City is seeking Offsite fuel Card automated fueling services, open 24 hours a day, 7 days a week, 365 days per year, unattended fueling sites designed for commercial fleet vehicles with excellent accessibility for larger commercial trucks more convenient and efficient service. These services are imperative in maintaining the City's fleet operations for its motorized vehicles and equipment.

The system shall provide accurate and real time data while accounting for all fuel being dispensed. It shall be a stand-alone, user oriented, fully automated system able to operate completely unattended. Access to products shall be restricted to operators and equipment through but not limited to, magnetic strip cards, with keypad inputs that will perform a predetermined series of data that the system is designed to receive, track, or transmit.

The City's scope of work shall include the following:

1. Access to multiple Fuel Cardlock networks within Yuma County. Contractor will be required to offer a multiple of card services that will meet the fueling and security needs of the City fleet.
2. Convenient and accessible fueling facilities clean, well lit, open 24 hours a day, seven days a week. The stations must be designed for commercial trucks with minimum canopy height of 14'6".
3. Enhanced Security - Provide solutions that help reduce authorized purchases and other security issues. Must have settings that authorize controls for fuel types, locations and quantity restrictions.
4. Accurate Fuel Management and Reporting – Provide software for detailed reporting, itemized billing for all card purchases on one invoice and all the information needed to effectively manage the City of Yuma fleet. Download transaction details, fuel summary reports, tax reports through an Online Account Access web portal are preferred.

1.0 REQUIREMENTS

1.1 Fuel Site Locations, Emergencies, Power Outages, Natural Disaster

a. Fueling system must remain in operation during any emergency, power outage or natural disaster.
b. Fueling capability must remain in operation during all power failures.
c. Fueling site must ensure 900 gallons of diesel, 900 gallons of unleaded fuel and 30 gallons of DEF are available per day during a natural disaster.
d. A dedicated fueling station, island or pumps, must be available during a disaster.
e. Fuel sites must be fully operational 24/7.
f. All gasoline fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.
g. Provide bobtail, tanker or fuel cell to be stationed at designated site(s) during emergencies, power outages or disaster.

1.2 Billing Rates and Support

a. Fuel management system must be web-based.
b. Fuel management system must be available to be logged into via the internet online portal.
c. Fuel cards must be available to be deactivated and or activated via the internet by an authorized person.
d. Replacement fuel cards must be free of charge unless card is overnighted or expedited.
e. The fleet fuel card should also be capable of capturing, calculating and reporting the following information at the time of purchase:
    1. Miles per gallon and cost per mile
    2. Miles driven since last report
    3. Total miles driven year to date
    4. Total gallons purchased year-to-date
f. The range of information available on reports should include the following information:
    1. Account Number
    2. Card ID
    3. License plate number/card assignee
    4. Date and time of transaction
    5. Number of units purchased
    6. Fuel type including gasoline, diesel and alternative fuels accurately reported e.g., E-85
    7. Odometer reading
    8. Commodity purchased and grade of commodity
    9. Mileage from last fill-up
    10. Contractor's Name
    11. Price per unit
    12. Total price
    13. Total federal and state taxes
    14. Net price after taxes are deducted
    15. Product codes and/or description of items purchased (e.g., gas, diesel, etc.)
    16. Name of individual making the purchase

1.3 Security and Support

a. Fueling transactions must be able to be sorted by driver ID, vehicle, date and gallons.
b. Fueling transactions must be able to be exported to Microsoft Excel and PDF.
c. Fueling transactions must be able to have a set abnormal notification sent to designated person(s).

d. Fueling system must have 24/7 customer support.

e. Fueling sites must have security cameras that record transactions beyond 48 hours.

f. Use of card shall be capable of being restricted in certain instances given the direction of the program administrator. Restrictions which may be specific may be included but not limited to the following:

1. Transaction dollar limits for each card, i.e. sets a maximum dollar amount per card, per transaction.
2. Transaction dollar limits by product type
3. Maximum dollar limits per day
4. Number of transactions per day per card
5. Restrictions on fuel type e.g., premium blend
6. Types of products, i.e. card may be usable for fuel only as specified by program administrator.

1.4 Fuel Requirements

a. All fuel products, regardless of fuel type, shall conform to American Society for Testing and Materials (ASTM) Standard Specification #D4814-01a for the State of Arizona and any ASTM revision thereafter; meet State of Arizona Weights and Measures, Arizona Department of Environmental Quality (ADEQ), Occupational Safety and Health Administration (OSHA) requirements, and other regulatory agency requirements governing fuel. Services provided must also be in compliance with all current federal Department of Transportation (DOT), state (AZDOT), and local laws, rules, regulations, and ordinances governing the distribution of gasoline, diesel, and alternative fuel products subject to the rules, regulations and Clean Air Act waivers of the U.S. Environmental Protection Agency. The City also requires the use of a card-lock system to purchase various fuels, at the City's convenience. Bidders must indicate conformance and notate any deviation in proposal submission.

b. Price Fluctuation in Relationship to Reductions/Increases

All gasoline, diesel, and alternative fuel pricing will be based on the Oil Price Information Service (OPIS) benchmark, the "OPIS Replacement Index" or "S". Price increases or decreases must be in direct relation with current market conditions as published by OPIS. If the Contractor's price is more than OPIS, the City will negotiate the specific fuel price with the lowest Contractor. However, if negotiations fail, the City reserves the right to terminate negotiations, and then proceed in descending order to the next lowest Contractor.

c. Types of fuel that will be considered under this Request for Proposal include gasoline, diesel, alternative fuel (Ethanol E-85) and Diesel Exhaust Fluid (DEF).

END OF SCOPE OF WORK

August 17, 2023

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
MCNEECE BROS. OIL CO., INC.

[Fee Proposal]

See following page(s).

				McNeece Bros. Oil Co.	
			Total Cost	$ 0.75	
			Selected #	0	
			Selected ($)	$ 0	
#	Items	Lowest	QuantityRec	Markup(Pe	Total Cost
0					
#0-1	Unleaded Fuel 87 Octane	$ 0.25	1	$ 0.25	**$ 0.25**
#0-2	Midgrade Fuel 88-90	$ 0.25	1	$ 0.25	**$ 0.25**
#0-3	Diesel Fuel	$ 0.25	1	$ 0.25	**$ 0.25**
#0-4	Ethanol E-85	$ 0	1	$ 0	**$ 0**

5/21/2024

Item	Vendor	Bid/No Bid Decision	Estimated Annual Usage	Price Per Gallon	Total Cost
Diesel Exhaust Fluid (DEF)	McNeece Bros. Oil Co.	Bid	4500	$ 2.69	$ 12,105.00

5/21/2024

RFP-24-284 Offsite Fuel Card Services

(/portal/)

City of Yuma, AZ Back to list (/portal/)

Contract Details

Project: City of Yuma, AZ

Status: ACTIVE

Vendor: McNeece Bros. Oil Co.

Extendable: ✓

Terms:

#1 Jul 23, 2024 → Jul 22, 2025

#2 Jul 23, 2025 → Jul 22, 2026

#3 Jul 23, 2026 → Jul 22, 2027

#4 Jul 23, 2027 → Jul 22, 2028

#5 Jul 23, 2028 → Jul 22, 2029

Description:
RFP-24-284 Offsite Fuel Card Services designed for commercial fleet vehicles

Start Date:
23 Jul 2026

End Date:
22 Jul 2027

Division Name:
Public Works

Opportunity: Offsite Fuel Card Services View Opportunity (/opportunities/135890)

Files

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2

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Sitemap (/sitemap)

Powered by Bonfire
(http://www.BonfireHub.com)

2

Xochitl Lopez

From: Manuel Hernandez
Sent: Monday, August 10, 2026 1:29 PM
To: Eulogio Vera; Roula Encinas; Miguel Ramirez; Lucy Zavala; Angelica Cifuentes; Heriberto Vargas; Jesus Gaxiola; Jesus Maldonado; Jose Luis Camacho; Xochitl Lopez
Subject: McNeece Fuel Service, Update

Good after Team, quick update on McNeece Fuel services; since July 14th of this year we began tracking daily fuel prices in San Luis. Last week, we received the monthly McNeece fuel invoice and compared the invoiced prices against the daily fuel prices from local vendors in San Luis. Based on our observations, Triple B generally offered the lowest retail gasoline and diesel prices in San Luis, so we used their pricing as the primary comparison benchmark. Based on our review, it appears the City is benefiting from cost savings by fueling through the McNeece network. During the review period,

- McNeece gasoline prices were consistently below the lowest local retail gasoline prices, with an average gasoline savings of $0.22 per gallon
- McNeece Diesel pricing were consistently below the lowest local retail gasoline prices, with one exception (July 22), when McNeece diesel was $0.08 per gallon above the local low. However, the average diesel savings was $0.12 per gallon.

We will provide another update next month after evaluating a longer review period. However, based on this initial comparison, it appears we are realizing strong cost savings through McNeece Fuels. Nothing further to report, thank you.

Comparison Table

Date	Chevron Gas	Chevron Diesel	Arco Gas	Arco Diesel	Triple B Gas	Triple B Diesel	Circle K Gas	Circle K Diesel	Daily SL Gas Avg	SL Lowest Gas Price	Daily SL Diesel Avg	SL Lowest Diesel Price	McN Gas
7/14/2026	$3.99	$4.99	$3.89	N/A	$3.89	$4.97	$3.99	$4.99	3.94	$3.89	$4.98	$4.97	
7/15/2026	$3.99	$4.99	$3.89	N/A	$3.89	$4.97	$4.19	$5.19	3.99	$3.89	$5.05	$4.97	
7/16/2026	$4.09	$5.19	$3.95	N/A	$3.87	$4.97	$4.19	$5.19	4.03	$3.87	$5.12	$4.97	
7/17/2026	$4.09	$5.19	$3.95	N/A	$3.87	$5.07	$4.09	$5.29	4.00	$3.87	$5.18	$5.07	
7/20/2026	$4.19	$5.19	$3.97	N/A	$3.89	$5.07	$4.19	$5.29	4.06	$3.89	$5.18	$5.07	
7/21/2026	$4.19	$5.29	$3.97	N/A	$3.89	$5.07	$4.19	$5.29	4.06	$3.89	$5.22	$5.07	
7/22/2026	$4.19	$5.29	$3.97	N/A	$3.89	$5.17	$4.19	$5.29	4.06	$3.89	$5.25	$5.17	

7/23/2026	$4.19	$5.29	$4.07	**N/A**	$3.99	$5.17	$4.19	$5.29	4.11	$3.99	$5.25	$5.17	
7/27/2026	$4.19	$5.29	$4.07	**N/A**	$3.99	$5.17	$4.29	$5.49	4.14	$3.99	$5.32	$5.17	
7/28/2026	$4.19	$5.29	$4.07	**N/A**	$3.99	$5.17	$4.29	$5.49	4.14	$3.99	$5.32	$5.17	
7/29/2026	$4.19	$5.29	$4.07	**N/A**	$3.99	$5.17	$4.29	$5.49	4.14	$3.99	$5.32	$5.17	
7/30/2026	$4.27	$5.29	$4.07	**N/A**	$3.99	$5.27	$4.39	$5.69	4.18	$3.99	$5.42	$5.27	
7/31/2026	$4.27	$5.29	$4.07	**N/A**	$3.99	$5.27	$4.39	$5.69	4.18	$3.99	$5.42	$5.27	

Manuel Hernandez
Assistant Director of Public Works
City of San Luis | Public Works Department
1090 E. Union Street | P.O. Box 3750 | San Luis, Az 85349
Office: (928) 341-8577 | Ext. 2059 | Cell: (928) 655-9300
mhernandez@sanluisaz.gov | www.sanluisaz.gov

AGREEMENT TO PROVIDE SERVICE PURSUANT TO A COOPERATIVE PURCHASING CONTRACT

This Agreement is made and entered into by and between the City of San Luis, an Arizona municipal corporation, hereinafter designated as the "City" and Allied Waste Transportation Inc., a Delaware corporation, dba Republic Services of Yuma, hereinafter designated as the "Contractor". City and Contractor may hereinafter be referred to individual as a “Party” or collectively as the “Parties.”

Recitals

A. Contractor has contracted with City of Yuma pursuant to Contract No. 2020-2000052 (the “Cooperative Purchasing Contract”), attached hereto as **Exhibit “A”** and incorporated herein; and; and

B. Pursuant to A.R.S. § 41-2631 et seq. and City Code § 3.05.909, the City has authority to utilize cooperative purchasing contracts and engage Contractors under the terms thereof.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Cooperative Purchasing Contract and this Agreement, and (ii) establishing the terms and conditions by which the Contractor may provide the City with the services, materials and/or equipment as more particularly set forth below (the “Services”).

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

1. Scope of Work. Contractor shall provide the Services as detailed and described in the Contract with City of Yuma – City of San Luis, attached hereto as **Exhibit A**, which is incorporated herein by reference. As used in this Contract, all references in the Cooperative Purchasing Contract to Sourcewell shall mean the City.

2. Completion of Work. The Contractor shall provide the Services as provided for in the Quote.

3. Payment. The Contract Price is $425,310.57. Payment to the Contractor for the Services provided, shall be made in accordance with the price list and terms set forth in the Quote and Cooperative Purchasing Contract.

4. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement.

5. **Conflict of Interest.** The Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

6. **Agreement Subject to Appropriation.** The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

7. **Boycott of Israel.** To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

8. **Forced Labor Of Ethnic Uyghurs Prohibited.** Pursuant to A.R.S. § 35-394, by entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

9. **Conflicting Terms.** In the event of any inconsistency, conflict or ambiguity between this Agreement and the Cooperative Purchasing Contract, this Agreement shall govern.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same

instrument, and each of said counterparts shall be deemed original hereof.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of August, 2026.

CITY OF SAN LUIS:

By: _____
Nieves Riedel, Mayor

CONTRACTOR:

By: _____
(*Signature)*

_____
(*Printed Name & Title)*

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Joseph D. Estes, City Attorney

EXHIBIT A
CONTRACT OF COOPERATIVE PURCHASING ENTITY

Attached:

- City of Yuma Contract - #2020-20000052

CONTRACT AGREEMENT
FOR

SOLID WASTE TRANSFER, DISPOSAL AND RECYCLING SERVICES

by and between

THE CITY OF YUMA
AN ARIZONA MUNCIPAL CORPORATION

And

Allied Waste Transportation Inc, a Delaware Corporation, dba
Republic Services of Yuma

CONTRACT AGREEMENT FOR SOLID WASTE AND RECYCLING TRANSFER AND DISPOSAL SERVICES

This Contract Agreement for Solid Waste and Recycling Transfer and Disposal Services (the "**Agreement**"), is made and entered into as of the Effective Date set forth below between the City of Yuma, an Arizona municipal corporation (hereinafter the "**City**"), and Allied Waste Transportation Inc, , a Delaware corporation, dba Republic Services of Yuma(hereinafter the "**Contractor**"). The City and the Contractor may individually be referred to as a "Party" or collectively as the "Parties."

SECTION 1. Recitals and Definitions

1.01. The City issued a Request for Proposals, RFP #2020-20000052 "Solid Waste Transfer, Disposal and Recycling Services" (the "RFP"), a copy of which is on file in the City Clerk's Office and incorporated herein by reference, seeking proposals from Contractors for solid waste and recycling transfer and disposal services (the "Services").

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

1.03. For purposes of this Agreement, the following words and phrases shall have the meaning given herein unless their use in the text of this Agreement clearly demonstrate a different meaning. The words shall have the following meanings even if not capitalized.

1.03.1 "***Commingled***" means various recyclable materials that are collected or processed together.

1.03.2 "***Contamination***" means any material or substance on or contained in recyclable materials that would cause the recyclable materials to be unsuitable for recycling.

1.03.3 "***Continuously Contaminated***" means when four (4) or more collection truck loads are rejected within a specific route on the same day.

1.03.4 "***Contract Administrator***" means the City Administrator or his designee who represent the CITY in the administration and supervision of this Agreement.

1.03.5 "***Contract Documents***" consist of this Agreement and any amendments thereto, the RFP Specifications, addenda, and other documents attached or referenced therein, and the RFP Response from the Contractor. In the event of a conflict between this Agreement and the RFP Specifications or the RFP Response of Contractor, this Agreement shall prevail.

1.03.6 "***Effective Date***" means the date upon which this Agreement is fully executed by both Parties.

1.03.7 "***Garbage***" means every accumulation of animal, vegetable, and other matter that attends the preparation, handling, consumption, storage, or decay of food, or any plant and animal matter including meats, fish, fowl, birds, fruit, vegetable or dairy products, and the waste wrappers of containers thereof.

1.03.8 "***Hazardous Waste***" means waste defined as, or of a character or in sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic

substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the Effective Date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

1.03.9 "***Household***" whenever used in this Contract, shall mean any dwelling or dwelling unit used for residential purposes, and shall include all one-family, two-family, three-family, or four-family mobile homes and residences.

1.03.10 "***Industrial Solid Waste***" means solid waste that results from industrial processes and manufacturing.

1.03.11 "***Materials Acceptance List (MAL)***" means the document which identifies the types and standards for the recyclable materials which may be collected and processed under this Agreement. The Materials Acceptance List is attached as Appendix B and made a part of this Agreement.

1.03.12 "***Materials Audit***" means a process to determine the percentage of each recycling commodity within the total residential recycling materials.

1.03.13 "***Processing Facility***" means the Contractor's primary processing facility located at 3040 S Avenue 3 ½ E, Yuma, AZ 85364 and the secondary processing facility located at 702 E. Heil Ave, El Centro, CA 92243 and or. A Processing Facility is where recyclables such as paper, glass, metal, and plastics are sorted before being marketed to industries which use recycled materials.

1.03.14 "***Process, Processed or Processing***" means the separation, sorting, crushing, baling, shredding, flattening or other treatment of program recyclables into recovered materials.

1.03.15 "***Public Recycling Education***" means providing information designed to inform, encourage, and sustain the City's recycling program. The educational materials may include information on materials suitable for recycling, the benefits of recycling, how to participate and other topics relating to the City's recycling program.

1.03.16 "***Recyclables***" whenever used in this Agreement shall mean items included on the MAL for processing.

1.03.17 "***Recycling Drop Off Station***" means a cluster of recycling containers and/or recycling dumpsters at various locations throughout the City for the purpose of encouraging and facilitating community recycling.

1.03.18 "***Rejects***" means non-recyclable materials which are delivered to the Transfer Facility with recyclable materials.

1.03.19 "***Residential Recyclable Material***" means recyclable material that is generated from residential service units, not including construction and demolition waste or Hazardous Waste.

1.03.20 "***Residual***" means the portion of the recyclable or non-recyclable materials accepted by the Contractor that is not recovered after processing.

1.03.21 "***Service***" whenever used in this Agreement, shall mean the furnishing of all vehicles, equipment, materials, labor and other facilities necessary to the performance of this Agreement.

1.03.22 "***Solid Waste***" means all putrescible, non-putrescible, solid and semi-solid wastes, including Garbage, Rubbish, Ashes, Manure, street cleanings, dead animals, and industrial wastes, but not human excreta or Unacceptable Waste.

1.03.23 "***Transfer Facility***" means the Contractor's facility located at 3040 S 3 1/2E, Yuma, AZ that is used by the Contractor for the storage, processing, treatment or disposal of recyclable materials and solid waste.

1.03.24 "***Unacceptable Waste***" means highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the Transfer Facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable Transfer Facility.

SECTION 2. Scope of Work and Contractor Obligations

2.01. The Contractor shall provide all labor, materials, equipment, facilities required for transfer and disposal services for all of the City's Solid Waste and processing of Recyclables of residential origin under the terms and conditions of this Agreement and the Local Processing Facility described in Appendix A. All work must be completed to the City's satisfaction.

2.02. The designated transfer station shall be open to receive materials delivered by the City at a minimum between the hours of 6:00 a.m. and 5:00 p.m. Monday through Friday, and between the hours of 8:00 a.m. and 12:00 noon on the first Saturday of each month except for New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day. In addition, City may request Contractor to open the Transfer Facility for fewer or additional hours or on holidays, based on its reasonable judgment as to the hours required to receive materials delivered pursuant to this Agreement, upon reasonable notice to Contractor. The hours for acceptance of loads may be adjusted on an annual basis by mutual written agreement of the Parties. As provided in Section 7.07, Contractor will pay liquidated damages in the amount of $500 for each instance that the Transfer Facility fails to accept materials properly delivered by the City, except where arising from an event of force majeure.

2.03. The Contractor agrees at the City's request to provide all labor, equipment, and service required to operate Recycling Drop Off Stations for a recycling drop off program at five (5) locations within the City of Yuma, at the not to exceed cost to the City of $31,500 per year, pro-rated by month. The recycling drop-off program will start within 30 days of commence of this Agreement and terminate when curbside recycling resumes blue bin collections on or before July 1st 2021. The recycling drop off program can be resumed at the approval of the City and the Contractor.

2.04. Residents located within the City shall have the right to deliver household loads of waste material directly to the Transfer Facility, in cars or pickup trucks only, at the rate of $15 per load. The weight of any load shall not exceed three-fourth of a ton. The hours for acceptance of loads

may be adjusted on an annual basis by mutual written agreement of the Parties. The rate for such services shall be fixed for the term of the Agreement and any extensions. The Contractor may demand proof of residency, the method of which shall be agreed to by the City and the Contractor in writing.

2.05. The Contractor must provide a weight ticket upon each delivery to include the date of delivery, truck number, and a total tonnage delivered.

2.06. The Contractor must obtain prior written approval from the City for any change in the scope of work that materially increases or decreases the cost of performance. In addition, the Contractor must perform all modified work according to the terms of this Agreement.

2.07. Dead animals shall be delivered directly to the Copper Mountain Landfill. The City or the City's authorized representative shall have the right to deliver one load of dead animals to the Copper Mountain Landfill each week between the hours of 7:00 a.m. and 1:00 p.m. without charge. In order to receive free service, the load of dead animals may not be commingled with other waste and may not exceed two (2) cubic yards in volume.

2.08. The City will not accept any claim for extra work or materials furnished unless the Contractor receives prior written authorization from the City. All work or materials furnished without prior written authorization are at the Contractor's own risk and expense. The City will not accept or pay claims for unauthorized work or materials. If any errors or omissions are disclosed, the Contractor must correct them at its own expense.

2.09. The Contractor may not make any charge or claim for damages that result from delays or hindrances beyond the City's control. The sole form of compensation for delay or hindrance is a reasonable extension of time agreed to by the Parties. An extension is not a waiver of any of the City's legal rights.

2.10. The Contractor shall provide a letter to the City stating that they manage programs, which maintain compliance with State, Local and Federal environmental and safety requirements.

2.11. The Contractors Transfer Facility shall be equipped with adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming and outgoing delivery vehicles and vehicles transporting recyclable materials. Contractor shall provide to CITY drivers weight tickets for each delivery load. The CITY will reconcile the weight tickets with the scale records. The result will be used as the basis for calculating fees, charges, and credits to the CITY. The Contractor shall provide an annual State scale certification upon City's request.

2.12. The Contractor shall submit copies of all Local, State and Federal licenses applicable to maintaining the landfill and/or the Transfer Facility used to provide services under this Agreement prior to initial Agreement commencement.

2.13. The Contractor agrees that it will comply in all respects with all applicable ordinances, rules, regulations, and laws of the City of Yuma, Yuma County, State of Arizona, and the United States and all amendments thereto and with all of the Contract Documents.

2.14. Compliance with Environmental Protection Regulations: The Contractor must comply with all applicable local, state and federal laws regarding Environmental Protection. All costs and expenses for obtaining regulatory and/or operation permits shall be the responsibility of the Contractor. Contractor shall avoid those practices that create a nuisance or perception of nuisance to citizens such as odor, noise and litter.

2.15. Material Audits: The Contractor shall conduct recyclable Materials Audits in January and July. The audit results will determine the percentage of each commodity in the total City recycling stream. The Contractor shall utilize a Processing Facility to process the materials and conduct the audits. A City representative shall approve of the time, location, date and be afforded the option to be present for all material audits. The Contractor shall be responsible for all cost associated with conducting the recyclable Materials Audit.

SECTION 3. City Obligations

3.01 The City will deliver to the Contractor's Transfer Facility the materials to be disposed of by the Contractor. The City is responsible for waste delivered to the Transfer Facility that is prohibited at a landfill by State or Federal regulations. The Contractor will provide a container at the Transfer Facility in which the Contractor will place the prohibited materials. The City shall receive a credit for all returned materials. The City agrees to remove and dispose of the prohibited materials, at the City's cost, when the container is full. Any Solid Waste delivered to Contractor's Transfer Facility but not placed in the container as a prohibited material shall be deemed "accepted" by the Contractor for purposes of the indemnification set forth in Section 6.

3.02 The City shall deliver waste and recycling material collected by the City and subject to this Agreement to the Transfer Facility.

3.03 The City's obligation under Section 3.02 above shall be subject to the following exceptions:

3.03.1 The City's obligation to require the delivery of waste material to the Transfer Facility shall not apply to the extent the City, in its reasonable judgment, believes such a requirement is contrary to applicable law, as it exists either now or in the future.

3.03.2 The City shall have the right at all times to divert for recycling, converting waste to energy or similar uses, some or all of the waste material collected by the City. All Federal, State or Local grants, subsidies or other monies available to the City as a result of such recycling, conversions or other uses shall be the property of the City.

3.03.3 The City shall have the right at all times to divert for mulching or similar uses, some or all of the organic green waste (i.e. lawn clippings, tree chips, branches, leaves, etc.) collected by the City. In the event federal, state or local grants, subsidies or other monies become available to the City as a result of such uses, those monies shall be the property of the City.

3.04 - *Recyclables / Revenue Sharing*

3.04.1 Revenue Sharing: The Contractor shall pay the City for the recovered recyclable materials, on a quarterly basis the amount of the rebate shall be calculated using the formula below:

3.04.2 When value of the material recovered is within the first $125,000 in any one-year period from July 1 – June 30. (recycling material sold x 20%) = City's Revenue Share

3.04.2.1 When value of the material recovered exceeds a base amount of $125,000 in any one-year period from July 1 – June 30. (recycling material sold) – ($125,000) x 80%= City's Revenue Share

3.04.2.2 Contractor shall make Revenue Sharing payments (when applicable) to the City within 30 days following the end of each quarter.

3.04.2.3 Contractor shall provide to the City each month a report showing the tonnage for that month, the Blended Rate from the sales of material recovered and the cumulative year to date tonnage and Blended Rate.

3.04.3 Residual: The Contractor shall be responsible for disposal of all Residual and any cost associated with the disposal.

3.04.4 Recyclable Material: The City cannot guarantee the quantity or quality of any recyclable materials. Title to and ownership of the Recyclables shall pass to the Contractor upon weighing and tipping of the materials at the Transfer Facility. A Materials Acceptance List (MAL) is attached as Attachment A and can be modified by mutual agreement of the Parties. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor.

3.04.5 Contamination of Load: A Contaminated load occurs when more than 35% of the total weight of a load is rejected. Continuous Contamination occurs when four or more loads within one day are contaminated with Rejects. The City and Contractor agree to work together to design and implement a plan to reduce Contamination identified from a specific neighborhood if deemed necessary.

3.04.6 If the Contractor determines that a recyclable load may be rejected for any reason, the Contractor or his designee must:

3.04.6.1 Advise the driver immediately after dropping the load and before the driver leaves the Transfer Facility bay.

3.04.6.2 Segregate and store all rejected loads separately from other Recyclables.

3.04.6.3 Provide written notice by email to the Solid Waste Superintendent within 24 hours of the time on the scale ticket provided to the driver for that load. Contractor shall state the specific reason(s) the load was rejected. The City may inspect rejected loads within 24 hours after notification from the Contractor and make its own determination as to whether such materials are in fact contaminated. In the event the City and Contractor do not agree on whether a load is contaminated, the decision of the City will be final. If the City fails to inspect within 24 hours of notice, the Contractor may dispose of the loads in any manner that does not constitute a violation of any statutes, ordinances, rules, and regulations of any governmental body.

3.04.7 Processing System: The Contractor shall process the City's Curbside Recyclables Material within 120 hours of delivery to the Transfer Facility. The Contractor shall ensure that for the term of this Agreement adequate recyclable material processing capability will be provided at the Transfer Facility for all recyclable materials delivered by the City or City's haulers. The Contractor shall not dispose of or landfill any Residential Recyclable Materials that have not been processed or send Recyclables to markets that the Contractor knows or reasonably should have anticipated will dispose of and/or landfill the Residential Recyclable Materials except when approved in writing by the City. Disposal of Residential Recyclable Materials without written consent of the City may result in termination of this Agreement by the City. Contractor shall have an alternate processing facility available to accept the City's recyclable materials in the event the Contractor's local Transfer Facility is unable to process the materials.

The Contractor shall process all Residential Recyclable Materials delivered to the Transfer Facility by the City. The Contractor shall not bill for the cost of Residual disposal. The Contractor shall be solely responsible for the security, transportation, protection, and disposition of the recyclable materials from the time said materials are delivered to Contractor's Transfer Facility. The Contractor shall describe their local recycling processing system as offered in the proposal as a separate attachment.

3.04.8 Public Recycling Educational Services: The Contractor will provide $10,000 per year towards the Public Recycling Education as outlined in the Contractor's response to the RFP. Additionally, the Contractor will work directly with the City at community outreach events that promote recycling. The Contractor shall commit up to 4 hours per month for such outreach events when requested by the City. The City shall provide three (3) business days' advance notice of the date, location and time of the required Public Recycling Education. Public Recycling Educational services will be designed to inform, encourage, and sustain the City's recycling program. The educational materials may include information on materials that can be recycled, the benefits of recycling, how to participate and other topics relating to the City's program.

SECTION 4. Fees, Rates and Duration of Agreement

4.01. *Rates*. The following rates and classifications for rates shall apply through June 30, 2022 and subject to 4.02 thereafter.

A. Solid Waste per ton $28.00
B. Recycling per ton $28.00

The above stated rates include all charges for the solid waste and recycling transfer, processing services. In the event recycling is canceled, the City shall provide the Contractor sixty (60) days written notice. The City shall have the right to cancel processing of recyclables. The parties agree that the overall pricing of solid waste and recycling services was based on the inclusion of the processing of recyclables and therefore, if City cancels the processing of recyclables Contractor and City will negotiate in good faith a lower rate for solid waste services to begin after the date of cancellation of processing of recyclables.

4.02 *Annual Price Adjustments*. The rates set forth in Section 4.01 above are valid through June 30, 2022. Thereafter through the end of this Agreement, the rates shall be adjusted once annually on July 1 each year by a fixed 3%.

4.03 Notwithstanding any provision herein to the contrary, the rate for Services charged to the City at any time during the term of this Agreement shall not exceed the rate for similar materials, volumes, and Services charged to any Government customer, of the Contractor delivering waste material to the Transfer Facility, for disposal at the Transfer Facility.

4.04 *Duration of Agreement*. This Agreement shall commence on the Effective Date and shall have an initial term of ten (10) years.

4.05 The Parties shall have the option to renew this Agreement up to two additional five-year periods, one period at a time at the mutual written consent of the Parties. Such renewals may only be made in five-year increments. Notice of intent to renew are be made at least ninety (90) days prior to normal Agreement expiration.

4.06 In the event the Parties do not opt to renew the Agreement under Section 4.05 above, the City shall have the option to extend this Agreement at the current rates, one month at a time, not to exceed six (6) total.

SECTION 5. Insurance

5.01 *General*.

5.01.1 Insurer Qualifications. Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes ("A.R.S.") § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

5.01.2 No Representation of Coverage Adequacy. The City reserves the right to review any and all of the blanket-form policy endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

5.01.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement via blanket-form endorsement as specified under the respective coverage sections of this Agreement, the City of Yuma, its officials, officers, employees, and agents as additional insureds with respect to liability arising out of the activities performed by or on behalf the Contractor.

5.01.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

5.01.5 Primary Insurance. The Contractor's insurance required by this Agreement shall be primary, non-contributory insurance with respect to all aspects of the performance of this Agreement. The policies of insurance required under this Agreement are to be primary, non-contributory, insurance policies and any insurance policy maintained by the City is considered excess insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein.

5.01.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

5.01.7 Waiver. All policies, except for Professional Liability, if applicable, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Contractor. The Contractor shall arrange to have such blanket-form subrogation waivers incorporated into each policy via formal written blanket-form endorsement.

5.01.8 Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.01.9 Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Contractor shall be fully and solely responsible for its subcontractors.

5.01.10 Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance as required by this Agreement, issued by the Contractor's insurance insurer(s) or their authorized representative as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, the Contractor shall forward renewal certificates to the City fifteen (15) days prior to the expiration date. If the policy or policies are canceled or not renewed, the insurance company shall provide thirty (30) days written notice to the City prior to the effective date of such cancellation or non-renewal (excluding workers compensation). All certificates of insurance required by this Agreement shall be identified by referencing the RFP number and title of this Agreement. Additionally, certificates of insurance submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance shall specifically include the following provisions:

5.01.10.1 The Contractor's insurance shall be primary, non-contributory insurance with respect to all aspects of the performance of the Agreement.

5.01.10.2 All policies, except for Professional Liability, if applicable including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Contractor under this Agreement.

5.01.10.3 ACORD certificate of insurance form 25 (2016/03) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

5.01.11 Failure to provide required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein. Moreover, failure to provide evidence of required insurance shall delay payment for services rendered.

5.01.12 All certificates are to be emailed to: purchasingweb@yumaaz.gov

5.02 *Required Insurance Coverage*.

5.02.1. Commercial General Liability. The Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of the following:

• Each Occurrence	$5,000,000
• General Aggregate	$10,000,000
• Products – Completed Operations Aggregate	$500,000
• Personal and Advertising Injury	$500,000
• Blanket Contractual Liability –	$500,000
• Fire Legal Liability	$50,000
• Each Occurrence	$1,000,000

The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

5.02.2 Umbrella/Excess Liability. The Contractor shall maintain umbrella/excess liability insurance with an unimpaired limit of not less than $10,000,000 per occurrence combined limit bodily injury and property damage, and applies in excess of the Commercial General Liability, Automobile Liability and Workers' Compensation and Employer's Liability, as required herein.

5.02.3 Pollution Liability. The Contractor shall maintain pollution liability coverage of $1,000,000 per loss and a $2,000,000 annual aggregate for losses caused by pollution conditions that arise from the Contractor's performance of work or service under this Agreement. The coverage must include: (1) bodily injury, illness, death, mental anguish or shock; (2) property damage, including but not limited to physical injury or destruction, loss of use, and cleanup costs; and (3) all defense costs, including charges and expenses for investigation and claims adjustment.

5.02.4 Business Automobile Liability. The policy shall include bodily injury and property damage for any owned, hired, leased, borrowed, and/or non-owned vehicles used in the performance of this Agreement with an unimpaired limit of the following:

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

If hazardous materials or wastes are transported, CA 9948 endorsement must be included and $3,000,000.00 per accident, limits for bodily injury and property damage will apply.

5.02.5 Worker's Compensation and Employers' Liability. The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit. The Contractor shall require sub-contractors to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Contractor.

SECTION 6. Indemnification/Audit

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not

limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the willful misconduct, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement. Contractor is not responsible for Claims that arise out of the City's negligence or willful misconduct. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section 6.

6.1 *Accounting and Audit*: Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement in accordance with generally accepted accounting principles. Upon request, the City shall be afforded access to Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Agreement, and Contractor shall preserve these for a period of five (5) years after final payment, or for such longer period as may be required by law. The City reserves the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material shall be maintained by Contractor at a location in Yuma County, Arizona, provided that if any such material is located outside Yuma County, Arizona, then at the City's option, Contractor shall pay for travel, per diem, and other costs incurred by the City to examine, audit, excerpt, copy or transcribe such material at such other location.

SECTION 7. Conditions and Specifications

7.01 *Execution, Correlation and Intent of Documents*. The Contract Documents are complimentary, and what is called for by any one (1) document shall be as binding as if called for by all. The intention of the Contract Documents is to include all labor, materials, equipment, transportation, and facilities required for the proper performance of the Services required herein. Materials, equipment and other facilities described in words, that so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

7.02 *Contractor's Understanding*. It is understood and agreed that the Contractor has carefully and completely satisfied itself as to the nature and extent of the Services, the type of equipment and facilities needed for the performance of the Services, the specific and local conditions of the City, the accuracy of all figures and statistics provided in the supportive documents, the applicable laws and ordinances, and all other matters, that can in any way, affect the Services under this Agreement. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.

7.03 *Subcontracts*. The Contractor shall not, without prior written approval of the City, sublet or assign any portion of the Services to be performed.

7.04.1 *Termination*.

7.04.1 Right to Suspend or Terminate upon Default. Upon any Contractor Default, the City may terminate this Agreement or suspend it, in whole or in part. Such suspension or termination shall be effective thirty 30 days after the City has given written notice of suspension

or termination to the Contractor, except that such notice may be effective in a shorter period of time, or immediately, if the Contractor Default is one which endangers the health, welfare or safety of the public. The Contractor shall continue to perform the portions of the Agreement, if any, not suspended, in full conformity with its terms. The City may also suspend or terminate this Agreement, upon the same notice provisions, if the Contractor's ability to perform is prevented or materially interfered with by a cause which excuses non-performance despite the fact that non-performance in such a case is neither a breach nor a Contractor Default.

7.04.2 Event of Default. Each of the following shall constitute an event of default by the Contractor ("Contractor Default"):

7.04.2.1 The Contractor fails to perform its obligations under any section of this Agreement and its failure to perform is not cured within five (5) days after notice from City provided that if the nature of the breach is such that it will reasonably require more than five (5) days to cure, Contractor shall not be in default so long as it promptly commences the cure and diligently proceeds to completion of the cure, and provided further that neither notice nor opportunity to cure applies to events described in subsections 7.04.2.2 through 7.04.2.4.

7.04.2.2 Contractor ceases to provide Services for a period of two (2) business days for any reason within the Contractor's control, including, but not limited to, labor unrest such as strike, work stoppage or slowdown, sickout, picketing, or other concerted job action by the Contractor's employees.

7.04.2.3 The Contractor files a voluntary petition for relief under any bankruptcy insolvency or similar law or an involuntary petition is brought against the Contractor under any bankruptcy, insolvency or similar law, which remains undismissed or unstayed for ninety (90) days.

7.04.2.4 The Contractor fails to provide any additional assurances of performance as required under this Agreement.

7.05 *Specific Performance*. By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality service, the lead-time required to effect alternative service, and the rights granted by the City to the Contractor, the remedy of damages for a breach hereof by the Contractor is inadequate and the City shall be entitled to injunctive relief.

7.06 *City's Remedies Cumulative*. City's rights to suspend or terminate the Agreement or to obtain specific performance are not exclusive, and City's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that City may have, including a legal action for damages or the imposition of liquidated damages.

7.07 *Liquidated Damages*. The Parties acknowledge that consistent courteous and efficient collection of Solid Waste is of utmost importance and City has considered and relied on Contractor's representations as to its quality of service, commitment in entering into this Agreement. The Parties further recognize that quantified standards of performance are necessary and appropriate to ensure consistent and reliable Services. The Parties further recognize that if Contractor fails to provide the Services required herein, the City and its residents will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that the City will suffer. Therefore, the Parties

agree that the liquidated damage amounts of $500.00 per violation represent a reason able estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to the City and its residents that reasonably could be anticipated and recognition that proof of actual damages would be costly or inconvenient.

The Contractor agrees to pay as liquidated damages and not as a penalty the amount set forth herein. The City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or agents and through investigation of customer complaints made directly to the City. Prior to assessing liquidated damages, the City shall give the Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. The Contractor may review (and make copies at its own expense) all non-confidential information in the possession of the City relating to incident(s)/non-performance. The Contractor may, within ten (10) days after receiving the notice, request a meeting with the City's Representative or his or her designee. The Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The City's Representative or his or her designee will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the City's Representative or his or her designee shall be final. The City's right to recover liquidated damages for the Contractor's failure to provide the Services shall not preclude the City from obtaining equitable relief for persistent failures to provide such Services nor from terminating the Agreement for such persistent failures.

7.08 *City Default*. The City shall be in default under this Agreement ("City Default") in the event the City commits a material breach of the Agreement and fails to cure such breach within thirty (30) days after receiving notice from the Contractor specifying the breach, provided that if the nature of the breach is such that it will reasonably require more than thirty (30) days to cure, the City shall not be in default so long as City promptly commences the cure and diligently proceeds to completion of the cure. In the event of an asserted and disputed City Default, the Contractor shall continue to perform all of its obligations hereunder until a court of competent jurisdiction has issued a final judgment declaring that City is in default.

7.09 *Assurance of Performance*. If the Contractor: (i) persistently suffers the imposition of liquidated damages; (ii) is the subject of any labor unrest including work stoppage or slowdown, sickout, picketing or other concerted job action; (iii) appears in the reasonable judgment of the City to be unable to regularly pay its bills as they become due; (iv) is the subject of a civil or criminal proceeding brought by a federal, state, regional or local agency for violation of an Environmental Law in the performance of this Agreement; or (v) performs in a manner that causes the City to be uncertain about the Contractor's ability and intention to comply with this Agreement – then the City may, at its option and in addition to all other remedies it may have, demand from the Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require.

7.10 *Force Majeure*. Neither Party shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to an "act of God" (including, but not limited to, flood, earthquake or other catastrophic events), war, insurrection, riot, labor unrest of other than the party's employees (including strike, work stoppage, slowdown, sickout, picketing, or other concerted job action) or

other similar cause not the fault of, and beyond the reasonable control of, the party claiming excuse. A Party claiming excuse under this Section must (i) have taken reasonable precautions, if possible, to avoid being affected by the cause, and (ii) notify the other Party in writing as provided herein.

7.10.1 Obligation to Restore Ability to Perform. Any suspension of performance by a Party pursuant to this Section shall be only to the extent, and for a period of no longer duration than, required by the nature of the event, and the party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible and to mitigate damages that may occur as result of the event.

7.10.2 Notice. The Party claiming excuse shall deliver to the other Party a written notice of intent to claim excuse from performance under this Agreement by reason of an event of Force Majeure. Notice required by this Section shall be given promptly in light of the circumstances, but in any event not later than five (5) days after the occurrence of the event of Force Majeure. Such notice shall describe in detail the event of Force Majeure claimed, the services impacted by the claimed event of Force Majeure, the expected length of time that the Party expects to be prevented from performing, the steps which the Party intends to take to restore its ability to perform, and such other information as the other Party reasonably requests.

7.11 *Assignment*. No right or interest in this Agreement shall be assigned or delegated by the Contractor without prior, written permission of the City, signed by the City Administrator. City's permission will not be reasonably withheld, conditioned, or delayed. Any attempted assignment or delegation by the Contractor in violation of this provision shall be a breach of this Agreement by the Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

7.12 *Payment*. In order to receive prompt payment for services to the City of Yuma, the Contractor is required to submit an original invoice to City of Yuma Finance Department/Accounting Division, to payables@YumaAz.gov. Invoices must contain the following:

- Contract Number 2020-20000052;
- Delivery date;
- Ticket Number;
- Tons per delivery;
- Cost per ton w/extended cost;
- Applicable taxes; and
- The Contractor's invoice number and contact information.

The Contractor may not make any charge or claim for damages that result from delays or hindrances beyond the City's control. The sole form of compensation for delay or hindrance is a reasonable extension of time agreed to by the parties. An extension is not a waiver of any of the City's legal rights.

All documents the Contractor presents to the City under this Agreement are the City's permanent property. The Contractor must deliver all required reports before the City will make payment.

7.13 *Permits and Licenses*. The Contractor shall obtain, at its expense, all permits and licenses required by law or ordinance and maintain them in full force and effect.

7.14 *Contract Person*. Contact person for this Agreement is:

Frank Soto (928) 373-4551
Francisco.Soto@YumaAz.gov
Public Works Maintenance Foreman
155 W. 14th Street
Yuma, AZ 85364

7.15 *Unforeseen and/or Catastrophic Changes*. The Parties recognize the potential for significant changes in regulations or conditions, which may fall outside the bounds of this Agreement. For this reason, a contract review will occur least every two (2) years during the period of the Agreement, calculated from the Effective Date of the Agreement. These changes may include, but are not limited to, EPA or ADEQ regulatory issues, economic factors impacting solid waste disposal, changes in disposal sites, recycling developments, the Contractor's performance, increases in operational costs, and energy options. The Contractor and City will provide each other of written notice of such factors and changes. Either Party may request review of the Agreement by notifying the other in writing in the event significant changes occur prior to the normal review period. Within thirty (30) days of said written notice from either Party, the Parties will attempt to negotiate an amendment to the Agreement to address and cover such changes. If the Parties cannot reach an agreement, either Party may request mediation of the unresolved issue.

7.16 *Environmental Conditions*. The Contractor must comply with all applicable federal, state, and local environmental laws, regulations and ordinances. The Contractor must defend and indemnify the City for any required remediation and for all liabilities, losses, claims, judgments, fines, or demands arising from injury or death to any person, damage to any real property, or any environmental damage arising out of violations of applicable laws, regulations and ordinances.

7.17 *Applicable Law; Venue*. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona or in the United States District Court for the District of Arizona, if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

7.18 *Attorneys' Fees and Costs*. If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party may recover, as part of the action or proceeding, all litigation, mediation, arbitration and collection expenses, including, but not limited to, expert witness fees, court costs, and reasonable attorney fees.

7.19 *No Personal Liability*. All liabilities of the parties under this Agreement are solely corporate or municipal liabilities of Contractor and the City and to the extent permitted by law the City hereby releases each director, officer, employee or agency of Contractor and Contractor hereby releases each member of the governing body, official, employee or agent of the City of and from any personal individual liability under this Agreement.

7.20 *Entire Agreement*. This written agreement a final expression of the agreement between the parties hereto and such Agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

7.21 *Amendments*. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively

and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

7.22 *Agreement for Benefit of Parties*. This Agreement shall be for the benefit of and shall insure to and bind the parties hereto. No other person or entity shall have any rights hereunder. Nothing in this Agreement shall create any contractual relationship between a Contractor, Vendor or subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any monies due any Contractor, Vendor or subcontractor, except as may otherwise be required by law.

7.23 *Notices*. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if: (A) delivered to the Party at the address set forth below; (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:

Joel Olea
Director of Public Works
155 W. 14th Street
Yuma, AZ 85364

Copies to:

City Attorney
City of Yuma
One City Plaza
Yuma, AZ 85364

If to Contractor:

Peter Sterenberg
General Manager
Republic Services of Yuma
2217 E 13th Street
Yuma, AZ 83565

Legal Department
Republic Services
18500 N. Allied Way
Phoenix, AZ 85054

Or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received: (A) when delivered to the Party; (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage; or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

7.24 *Antidiscrimination*. The Contractor, in performing the work furnished by this Contract of furnishing the services provided here, shall not discriminate against any person seeking employment with or employed by it because of race, creed, color, national origin, or disability.

7.25 *Gratuities*. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of

securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

7.26 *Provisions Required by Law*. The Contractor must comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction. The Contractor will comply with the Americans with Disabilities Act (ADA) and will indemnify the City for any costs, including but not limited to, damages, attorneys' fees, and staff time in any action or proceeding brought alleging violation of the ADA. The Contractor will not discriminate against any person on the basis of race, religion, color, age, sex, or national origin in the performance of this Agreement, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964). In addition, the Contractor must include similar requirements of subcontractors in any contracts entered into for performance of the Contractor's obligations under this Agreement. The Contractor agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. In addition, the Contractor must include similar requirements of all subcontractors in contracts entered for performance of the Contractor's obligations under this Agreement.

7.27 *Conflict of Interest*. This Agreement is subject to the Conflict of Interest provisions of the Arizona Revised Statutes §38-511, as amended.

7.28 *Severability*. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

7.29 *Agreement Subject to Appropriation*. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

7.30 *Agreement Not a Franchise – Independent Contractor*. It is the understanding and intention of the Parties that this Agreement shall constitute a contract for the collection, transfer, disposal and recycling services; that it shall not constitute a franchise; nor shall it be deemed or considered as such. The Parties intend that the Contractor shall perform the services required by this Agreement as an independent contractor engaged by the City and not as an officer or employee of the City nor as a partner of or joint-venture with the City. No employee or agent of the Contractor shall be deemed to be an employee or agent of the City. Except as expressly provided herein, the Contractor shall have the exclusive control over the manner and means of conducting the Services performed under this Agreement, and over all persons performing such services. The Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither the Contractor nor its officers, employees, subcontractors and agents shall obtain any rights to retirement benefits, workers compensation benefits, or any other benefits which accrue to the City's employees by virtue of their employment with the City.

7.31 *E-verify Requirements*. To the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41- 4401, the Contractor and its subcontractors warrant compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A) ("Immigration Warranty"). The Contractor's or its subcontractor's failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the papers of all the Contractor personnel who provide services under this Agreement to ensure that the Contractor or its subcontractors are complying with the Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractor to ensure compliance with the Immigration Warranty. The Contractor shall assist the City in regard to any random verification performed.

Neither the Contractor nor any subcontractor will be deemed to have materially breached the Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

7.32 *Time of the Essence*. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

7.33 *Signatory Authority*. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

7.34 *Boycott of Israel*. Pursuant to A.R.S. § 35-393.01 as amended, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.

7.35 *Survival*. The obligations of Contractor under this Section shall survive the termination of this Agreement.

7.36 *Counterparts and Electronic Signatures*. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

7.37 Cooperative Use of Agreement. In addition to the City of Yuma and with approval of the contracted Contractor, the terms and conditions of this Agreement may be extended for use by other municipalities, school districts and governmental agencies of the state. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity. Pricing for these additional engagements will be determined at the mutual agreement of the municipalities, school district, or governmental agency of the state and the Contractor.

(Signatures on following page)

Allied Waste Transportation Inc., dba Republic Services of Yuma

By: _____ Name: Javara Perralliat
(Signature Required) Please Print

Title: Vice President

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

On October 12, 2020, Javara Perrilliat as the Vice President of Republic Services, a Delaware company, personally appeared before me whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he signed the above document on behalf of Allied Waste Transportation Inc., dba Republic Services of Yuma.

Notary Public Alba Williams

(Affix notary seal here)
ALBA WILLIAMS
Notary Public - Arizona
Maricopa County
Commission # 575969
My Comm. Expires Dec 9, 2023

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 23rd day of OCTOBER, 2020 (the "Effective Date").

CITY OF YUMA

By: _____
Philip Rodriguez, City Administrator

ATTEST:

_____
Lynda L. Bushong, City Clerk

APPROVED AS TO FORM:

_____
Richard W. Files, City Attorney

Appendix A

Proposal Option – Local Processing Facility

Republic Services will construct a new building for the processing of recycling materials at 3040 S Avenue 3 ½ E, Yuma, AZ 85364 This building will be a 50' x 100' structure and will have a 5000 SF apron to received and store recycling material on or before July 1, 2021.

Republic Services will process recycling material over the entire workweek. Once the material is tipped, Republic employees will sort material to recover recycling material with positive market value. Republic will employ a wheel loader operator and two laborers for the recovery of material. All recyclable material received from the City will be processed. The City will have the opportunity at any time to audit the processing methods used.

Recovered material will be stored in covered roll-off container until sold to processors. Additionally, Republic Services may install a baler for recovered material in the future. All residual material will be loaded onto transfer trailers and taken to Copper Mountain Landfill for disposal. Republic will operate this facility as described herein, for the term of the contract and any extensions. As a back up to this facility, Republic also operates the Valley Environmental Material Recover Facility located at 702 E Heil Avenue, El Centro CA. Republic may use this facility for processing at no additional cost to the City.

Within 10 days from the end of the month, Republic will provide the City of Yuma a report with the following information:

- Total tons of recycling material received for processing in the calendar month
- Total tons of material sold by commodity for the month
- Total revenue from the sale of material for the month
- YTD tons of material sold by commodity and YTD revenue from the sale of material
- Quarterly revenue sharing (when applicable)

Appendix B

Materials Acceptance List (MAL)

The Provider at a minimum will accept the following Recyclable Materials:

1. Clear or Colored High Density Polyethylene (CHDPE) – Opaque plastic materials commonly labeled with the #2 recycling symbol.

2. Natural High Density Polyethylene (NHDPE) – Translucent plastic materials commonly labeled with the #2 recycling symbol.

3. Polyethylene Terephthalate (PETE) – Clear or colored plastic materials commonly labeled with the #1 recycling symbol.

4. Plastics – All plastics such as plastic buckets, tubs, toys, pots. Items labeled #3, #4, #5, #6, #7.

5. Paper – Old newspaper, old magazines, office paper, telephone directories, junk mail, old corrugated cardboard, bags, mixed paper and paperboard packaging.

6. Metal – Aluminum, tin or steel beverage or food cans, empty aerosol cans and small appliances.

7. Bottleneck and Container Glass – clear, brown, blue and green glass containers.

Republic Services

18500 N. Allied Way, Phoenix, AZ 85054

SPECIAL WASTE DEPARTMENT DECISION

	Waste Profile #	Expiration Date	
	41332519412	10/27/2028	

I. Decision Request: ☑ Initial ☐ Recertification ☐ Change

Disposal Facility: 4133 - Copper Mountain LF

Generator Name: City of San Luis

Generator Site Address: 358 N. Avenue D PO Box 3750

City: San Luis **County:** **State:** AZ **Zip:**

Name of Waste: Wastewater Biosolids

Estimated Annual Volume: 1,000 Tons

II. Special Waste Department Decision: ◉ Approved ○ Rejected

Management Method(s): ☑ Landfill ☐ Solidification ☐ Bioremediation ☐ Deep Well ☐ Transfer Facility

Problematic Special Waste according to Republic? ○ Yes ◉ No

If yes, which one?

Approved by Special Waste Review Committee? ○ Yes ○ No ◉ Not Applicable

Precautions, Conditions or Limitations on Approval

It is the generator's responsibility to ensure this waste contains NO FREE LIQUID and is able to pass a Paint Filter Test (Test Method 9095) prior to shipment and disposal; free liquids are not permitted for landfill disposal [40 CFR 258.28].

Special Waste Analyst Signature: Joseph Sorokach **Name (Printed):** Joseph Sorokach

Date: 12/19/2025

III. Facility Decision: ☑ Approved ○ Rejected

Precautions, Conditions or Limitations on Approval

By signing below, the General Manager or Designee agrees that a fully executed Special Waste Service Agreement is on file for this profile and that the special waste file is complete.

General Manager or Designee: **Name (Printed):** Peter Sterenberg

Date: 12/19/2025

Docusign Envelope ID: 2E9690CD-B5B8-473C-A445-B3C9B8B7227B

Special Waste Profile

Disposal Facility: Copper Mountain Landfill

Waste Profile #:

Sales Rep #:

I. Generator Information

Generator Name: City of San Luis

Generator Site Address: 358 N. Avenue D PO Box 3750

City: San Luis County: Yuma State: AZ Zip: 85349

State ID/Reg No: N/A State Approval/Waste Code: N/A NAICS:

Generator Mailing Address: PO Box 3750

City: San Luis County: Yuma State: AZ Zip: 85349

Generator Contact Name: Gilberto Torres Email: grtorres@sanluisaz.gov

Phone Number: 928-341-8577 Ext: Fax Number:

II. Billing Information

Bill To: City of San Luis Contact Name: Gilberto Torres

Billing Address: 358 N. Avenue D PO Box 3750 Email: grtorres@sanluisaz.gov

City: San Luis State: AZ Zip: 85349 Phone: 928-341-8577

III. Waste Stream Information

Name of Waste: Wastewater Biosolids

Process Generating Waste: Wastewater treatment facility. Waste produced is dry sludge resulting from the separation of the domestic water treatment process.

Type of Waste: Industrial Process Physical State: Solid

Method of Shipment: Bulk Estimated Volume: 1000 Volume Type: Tons

Frequency: Ongoing Disposal Consideration: Landfill

IV. Representative Sample Certification

☐ **No Sample Taken** ☑ **Sample Taken** Type of Sample: Grab

Is the representative sample collected to prepare this profile and laboratory analysis, collected in accordance with U.S. EPA 40 CFR 261.20(c) guidelines or equivalent? ☑ **Yes** ☐ **No**

Sample Date: Oct 7, 2025

Sample ID Numbers or SDS: 550-236901-1,

Remember to attach Laboratory Analytical Report (and/or Material Safety Data Sheet) including Chain of Custody and required parameters provided for this profile.

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Docusign Envelope ID: 2E9690CD-B5B8-473C-A445-B3C9B8B7227B

Special Waste Profile

REPUBLIC SERVICES

V. Physical Characteristics of Waste

	Characteristic Components (must equal 100%):	% By Weight (out of 100% - ranges acceptable):
1.	sludge	typical/actual: 100%

V. Physical Characteristics of Waste cont.

Color: Brown ()

Odor (describe):	Does Waste Contain Free Liquids?	% Solids:	pH:	Flash Point:
sludge (mild)	☐ Yes ☑ No	95%	N/A	N/A °F

Attach Laboratory Analytical Report (and/or Material Safety Data Sheet) including Chain of Custody and required parameters provided for this profile.

RCRA Regulatory Questions

1.	Does this waste or generating process contain regulated concentrations of the following Pesticides and/ or Herbicides: Chlordane, Endrin, Heptachlor (and its epoxides), Lindane, Methoxychlor, Toxaphene, 2,4-D, or 2,4,5-TP Silvex as defined in 40 CFR 261.33?	☐ Yes	☑ No
2.	Does this waste contain reactive sulfides (greater than 500 ppm) or reactive cyanide (greater than 250 [reference 40 CFR 261.23(a)(5)]?	☐ Yes	☑ No
3.	Does this waste contain regulated concentrations of Polychlorinated Biphenyls (PCBs) as defined in 40 CFR Part 761?	☐ Yes	☑ No
4.	Does this waste contain concentrations of listed hazardous wastes defined in 40 CFR 261.31, 261.32, 261.33, including RCRA F-Listed Solvents?	☐ Yes	☑ No
5.	Has this waste been delisted under 40 CFR 260.20 and 260.22? If yes, attach the final decision to delist the waste as published in the Federal Register.	☐ Yes	☑ No
6.	Does this waste exhibit a Hazardous Characteristic as defined by Federal and/or State regulations?	☐ Yes	☑ No
7.	Does this waste contain regulated concentrations of 2,3,7,8-Tetrachlorodibenzodioxin (2,3,7,8-TCCD), or any other dioxin as defined in 40 CFR 261.31?	☐ Yes	☑ No
8.	Is this a regulated Medical or Infectious Waste as defined by Federal and/or State regulations?	☐ Yes	☑ No
9.	Is this a regulated Radioactive Waste as defined by Federal and/or State regulations?	☐ Yes	☑ No
10.	Is this a solid waste that is not a hazardous waste in accordance with 40 CFR 261.4(b)? If yes, please provide the corresponding regulatory citation.	☐ Yes	☑ No

Republic Services Waste Handling Questions

1.	Does this waste generate heat or react when contacted with water/moisture?	☐ Yes	☑ No
2.	Does the waste contain sulfur or sulfur by-products?	☐ Yes	☑ No
3.	Is this waste generated at a State or Federal Superfund cleanup site subject to regulation under CERCLA?	☐ Yes	☑ No
4.	Is this waste from a TSD facility, TSD-like facility or consolidator (i.e. multiple wastes/multiple generators)? . If yes, please provide clarification.	☐ Yes	☑ No

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Special Waste Profile

VI. Certification

I hereby certify that I have knowledge about the waste material being offered for disposal ("Waste") and have the requisite authority to bind the Generator to the information contained in this Special Waste Profile ("Profile"). I further certify that to the best of my knowledge and belief, the information contained herein is a true, complete and accurate description of the Waste and all known or suspected hazards have been disclosed. All Analytical Results/ Safety Data Sheets submitted are truthful and complete and are representative of the Waste.

I further certify that by utilizing this Profile, neither myself nor any other employee or representative of the company identified below ("Company") will deliver for disposal or attempt to deliver for disposal any Waste that: (i) is classified as toxic waste, hazardous waste or infectious waste; (ii) that does not conform to this Profile; or (iii) that this Disposal Facility is prohibiting from accepting by law. I shall immediately give written notice of any change or condition pertaining to the Waste not provided herein. Our Company hereby agrees to fully indemnify this Disposal Facility against any damages resulting from this Profile or Certification being inaccurate or untrue.

I understand that by attaching an electronic signature, I am signing this document and Company consents to complete this transaction and receive all related communications electronically, and agrees this document will be binding as though it had been physically signed. A printout of this Profile may be accepted with the same authority as the original.

Jorge Perez	Assistant Director of Public Works	City of San Luis
Authorized Representative Name (Printed)	Title (Printed)	Company Name
Signed by: Jorge Perez 68A0F791C885415...		Dec 19, 2025
Authorized Representative Signature		Date

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SPECIAL WASTE DISPOSAL SERVICES AGREEMENT FOR NON-HAZARDOUS WASTES

Special Waste Profile 41332519412 & 4133263693

INVOICE TO (Generator Billing Information)	
GENERATOR NAME (the "Generator") City of San Luis – Account #	
ATTN:	
ADDRESS 358 N Avenue D PO BOX 3750	
CITY San Luis STATE CA	ZIP CODE 85349
TEL. NO.	FAX NO.

LANDFILL FACILITY ("Company")	
LEGAL ENTITY NAME Copper Mountain Landfill (4133)	
ADDRESS 34853 E County 12th St	
CITY Wellton STATE AZ	ZIP CODE 85356
TEL. NO.	FAX NO.
AUTHORIZED BY:	TITLE
CONTACT	TITLE

1. **Special Waste Services.** Subject to the terms and conditions contained in this Agreement (as defined in Section 4), Generator agrees to dispose of all Acceptable Waste (as defined in Section 6) in their possession, or which they receive, that is applicable to the Special Waste Profile listed herein at the Facility designated above. Company agrees to accept, at the Facility designated above, Acceptable Waste (as defined in Section 6).

2. **Rates:**

A. Rates for Disposal:

Waste	Disposal Method	Disposal Rate:	Fees / Taxes / Misc.	Transportation
Wastewater Biosolids	Landfill	$32.25 per Ton with $300 per load min	$0.58 ADEQ TAX APPLIES | ERF & FRF WAIVED	$625 per Load w/45 min load time. After 45 min demurrage charges $85 per hour

Additional Information: ENVIRONMENTAL RECOVERY FEE (ERF) $19.71 PER LOAD | FUEL RECOVERY FEE (FRF) 4-8% | INVOICE FEE $5.95 PER INVOICE AND LATE FEES | A completed / signed manifest is required for each profiled approved load received at Copper Mountain Landfill (Please schedule all loads 24 hours in advance | 101 Cesar Chabez Blvd, San Luis & 358 N Ave D San Luis

MATERIAL CODE: VS-SW-BIOSOLIDS | PROFILE EXPIRES: 10/27/2028 | Estimated Volume: 1000 Tons

Cannot Exceed Daily Volume of Waived Without Prior Approval of Company.

B. Incorporation by Reference. In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

1)

2)

C. Taxes, Fees & Other Charges. Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws, ordinances and regulations, and all charges set forth in Section 9, including, without limitation, site specific fees, host fees, fuel recovery fees, environmental recovery fees and administrative fees.

3. **Term of Agreement.** This Agreement is effective for 12 months beginning on Jan 27, 2026 (the "Initial Term") and shall automatically renew for successive ____ month periods (each, a "Renewal Term"), unless written notice of non-renewal is delivered in accordance with Section 19 by one party to the other party at least 30 days before the expiration of the Initial Term or any Renewal Term.

Except for requests for bids that Generator must send to multiple parties under any Applicable Laws, Generator grants to Company the right to bid and/or compete for any future services sought by Generator, whether by means of competitive bids or otherwise, that are for services comparable to those provided under this Agreement.

COMPANY AND GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED IN THIS AGREEMENT, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE, AND ON THE REVERSE SIDE OF THIS PAGE. IN ADDITION, GENERATOR IS CERTIFYING THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PAGE HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

GENERATOR

SIGNATURE (AUTHORIZED REPRESENTATIVE)

Jenny Torres, President

NAME AND TITLE (PLEASE PRINT)

DATE: 4/13/2026

COMPANY/REPUBLIC SERVICES

Jeff Goodson

SIGNATURE (AUTHORIZED REPRESENTATIVE)

Jeff Goodson

NAME AND TITLE (PLEASE PRINT)

DATE: 04/14/2026

4. **The Agreement.** This agreement of the parties (this "Agreement") is for the exclusive right to dispose of all Acceptable Waste that is applicable to the Special Waste Profile listed herein, and shall consist of this Agreement, riders to this Agreement (if any), any Special Waste profile(s) (including any approved changes and re-certifications) which Generator shall ensure has the identical Special Waste profile number as this Agreement (a "Special Waste Profile"), manifests, any other documentation that Generator is required to submit to Company in connection with the transportation and disposal of Acceptable Waste, and any permits and approvals that may be applicable to the transportation and disposal of such Acceptable Waste (collectively, the "Acceptable Waste Documentation").

5. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Acceptable Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same (collectively, "Applicable Laws").

6. **Acceptable Waste**. Only waste that satisfies each of the following criteria shall be accepted for disposal at the Facility ("Acceptable Waste"): (a) the waste conforms to the description set forth in the Acceptable Waste Documentation; (b) the waste does not contain any Unacceptable Waste; (c) the waste is accurately reflected on any Special Waste Profile(s) as directed by the Company pursuant to Section 7; (d) the waste is acceptable for disposal at the Facility under all Applicable Laws; and (e) the transportation to and disposal of the waste at the Facility is otherwise in accordance with this Agreement. The parties may incorporate additional Acceptable Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Acceptable Waste and Company has approved disposal of such Acceptable Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to and liability for any and all Acceptable Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).

7. **Rights of Refusal/Rejection.** The Generator shall inspect all waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility including if the Company believes (a) Generator has breached (or is breaching) its representations, warranties, covenants or agreements in this Agreement or any Acceptable Waste Documentation, or any Applicable Laws; or (b) that the waste contains Unacceptable Waste. The Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility if the Company has reason to believe, in its sole discretion, that the waste: (1) emits excessive odors; and/or (2) negatively impacts operations at the Facility. Company shall have the right to inspect all vehicles and containers of waste haulers, including the Generator's vehicles, in order to determine whether the waste is Acceptable Waste pursuant to this Agreement and all Applicable Laws. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement.

8. **Limited License to Enter**. This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Acceptable Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.

9. **Charges and Payment**. Payment shall be made by Generator within thirty (30) days after receipt of invoice from Company. If any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Acceptable Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator. For the purposes of this section, written notice may be provided via email, certified mail, or overnight courier.

10. **Termination/Suspension**. Company shall have the right to immediately terminate and/or suspend this Agreement upon the occurrence of any of the following events of default: (a) Generator's failure to timely pay any amounts due under this Agreement to Company; (b) Generator's breach of any of its obligations, representations, warrants or covenants under this Agreement or any Acceptable Waste Documentation; or (c) the filing of a voluntary or involuntary petition for reorganization or bankruptcy against Generator. Generator shall be liable for any losses, claims, expenses and damages incurred by Company as a result of suspension or termination hereunder. Generator's obligations, representations, warranties and covenants regarding the Acceptable Waste delivered and all indemnities contained in this Agreement shall survive expiration and termination of this Agreement. Additionally, Company shall have the right to terminate this Agreement for convenience at any time on 30 days' notice to Generator.

11. **Personnel Knowledge and Authority**. Generator represents, warrants and covenants that its drivers who deliver Acceptable Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.

12. **Indemnification.** Generator agrees to indemnify, defend and hold harmless Company, the legal entity owning and/or operating the Facility, their subsidiaries, affiliates and parent corporations, as applicable, and each of their respective officers, directors, tenders, employees, subcontractors and agents (collectively, the "Company Indemnified Parties") from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys' fees (collectively, "Losses") arising out of or related to (a) the transportation to and/or disposal of any Unacceptable Waste at the Facility, whether or not Generator or Company was negligent in failing to identify the Unacceptable Waste; (b) the reloading and/or removal of Unacceptable Waste at the Facility; (c) any penalties, fines or remediation activities incurred by or imposed as the result of the transportation and/or disposal of Unacceptable Waste; (d) any increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of Company as to the content of the waste transported and/or disposed of at the Facility following discovery of potentially Unacceptable Waste; and (e) the Company's inability to use the Facility due to the presence of Unacceptable Waste including without limitation any consequential damages. Company may also, in its sole discretion, require Generator to promptly remove the Unacceptable Waste at Generator's sole expense. The indemnification and other obligations stated in this Section 12 shall survive the expiration and termination of this Agreement.

13. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
Employer's Liability	$1,000,000
General Liability	$1,000,000 combined single limit
Automobile Liability (if Generator hauling)	$1,000,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Generator shall deliver the Certificates of Insurance evidencing the foregoing policies to Company before Generator delivers any waste to the Facility pursuant to this Agreement. In addition, the (i) Commercial General Liability (including the Umbrella/Excess policy) policy must include Contractual Liability coverage specifically covering Generator's indemnification of Company, and (ii) The Commercial General Liability, Automobile Liability and the Umbrella/Excess Liability policies must be written on an "occurrence form". Said polices shall not thereafter be canceled, be permitted to expire or laps, or be changed without 30 days advance written notice has been given to Company. With the exception of workers' compensation, Company shall be shown as additional insureds under all of the insurance policies required by this Section 13. The policies required by this Section 13 shall be primary and non-contributory with respect to Company, and the insurance providers shall agree to waive their rights of subrogation against Company.

14. **Failure to Perform**. Except for Generator's obligation to pay amounts due to Company, neither party shall be liable for its failure to perform due to circumstances that are both not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party. If any of the circumstances provided for in the preceding sentence occur, including, without limitation, whether any federal, state or local court or governmental authority takes any action that would (a) close or restrict operations at the Facility; or (b) limit the quantity or prohibit the disposal of Acceptable Waste at the Facility, Company shall have the right to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice; provided, however, that Generator's payment and indemnification obligations shall survive such reduction, suspension or termination. Neither Party is required to settle any labor dispute against its own best judgment.

15. **Assignment; Performance of Services**. Generator may not assign, transfer, subcontract or otherwise vest in any other company, entity or person, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Company, which Company may withhold in its sole discretion. Company may freely assign this Agreement or any of its rights or obligations thereunder, to any other company, entity or person, in its sole discretion. Additionally, Company may freely use any of its affiliates to provide the services and fulfill Company's obligations under this Agreement.

16. **Right of Disposal.** This Agreement does not grant any rights to dispose of waste other than as specifically set forth in this Agreement.

17. **Continuing Compliance**. The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Special Waste profiles on the waste(s) offered for disposal or, (ii) providing appropriate certification that the waste being offered for disposal is accurately reflected by the appropriate Special Waste Profile or, (iii) re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or any Acceptable Waste Documentation.

18. **Miscellaneous.**

(A) This Agreement shall be governed by the laws of the State in which the Facility is located.

(B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.

(C) Unless otherwise provided for herein, no modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.

(D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or data) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.

(E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.

(F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.

(G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.

(H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.

(I) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement

19. **Notices.** All notices required under this Agreement shall be considered as having been given upon being placed in the mail, certified postage prepaid, addressed to Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.

20. **Liquidated Damages.** If Generator terminates this Agreement before its expiration other than as a result of a breach by Company, Generator shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. If Customer fails to deliver all of its Acceptable Waste to Republic, then Customer shall pay Republic an amount equal to the then current disposal rate per ton for all tonnage not provided to Republic. The parties agree that in the event Customer fails to provide all Acceptable Waste then actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable, and objective estimate of the actual damages to Republic, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

GENERATOR: J G COMPANY:

eurofins | Environment Testing

ANALYTICAL REPORT

PREPARED FOR

Attn: Lupita Ozuna
Fresh Terra Services
1929 South Arizona Ave
Yuma, Arizona 85365

Generated 10/27/2025 12:20:21 PM

JOB DESCRIPTION

WWTP EAST

JOB NUMBER

550-236901-1

Eurofins Phoenix
4625 East Cotton Center Boulevard
Suite #189
Phoenix AZ 85040

See page two for job notes and contact information.

myEOL

Job Notes

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The test results in this report relate only to the samples as received by the laboratory and will meet all requirements of the methodology, with any exceptions noted. This report shall not be reproduced except in full, without the express written approval of the laboratory. All questions should be directed to the Eurofins Environment Testing Southwest, LLC Project Manager.

Authorization

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Authorized for release by
Cj McDonald, Project Manager
Cj.Mcdonald@et.eurofinsus.com
(602)437-3340

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Qualifiers

GC/MS VOA

Qualifier	Qualifier Description
L5	The associated blank spike recovery was above laboratory/method acceptance limits. This analyte was not detected in the sample.
V1	CCV recovery was above method acceptance limits. This target analyte was not detected in the sample.

GC/MS Semi VOA

Qualifier	Qualifier Description
R6	LFB/LFBD RPD exceeded method control limit. Recovery met acceptance criteria.
T5	Laboratory not licensed for this parameter

GC Semi VOA

Qualifier	Qualifier Description
C8	Sample RPD between the primary and confirmatory analysis exceeded 40% Per EPA Method 8000C, the lower value was reported as there was no evidence of chromatographic problems.

HPLC/IC

Qualifier	Qualifier Description
D2	Sample required dilution due to high concentration of analyte.
E2	Concentration estimated. Analyte exceeded calibration range. Reanalysis not performed due to sample matrix.
M1	Matrix spike recovery was high, the associated blank spike recovery was acceptable.
M2	Matrix spike recovery was low, the associated blank spike recovery was acceptable.
M3	The spike recovery value is unusable since the analyte concentration in the sample is disproportionate to the spike level. The associated blank spike was acceptable.

Metals

Qualifier	Qualifier Description
M2	Matrix spike recovery was low, the associated blank spike recovery was acceptable.

General Chemistry

Qualifier	Qualifier Description
M1	Matrix spike recovery was high, the associated blank spike recovery was acceptable.
M2	Matrix spike recovery was low, the associated blank spike recovery was acceptable.
M3	The spike recovery value is unusable since the analyte concentration in the sample is disproportionate to the spike level. The associated blank spike was acceptable.
T5	Laboratory not licensed for this parameter

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
☼	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit

Glossary (Continued)

Abbreviation	These commonly used abbreviations may or may not be present in this report.
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

Job Narrative
550-236901-1

The analytical test results presented in this report meet all requirements of the associated regulatory program listed on the Accreditation/Certification Summary Page, unless otherwise noted. Data qualifiers and/or narrative comments are included to explain any exceptions, if applicable. Regulated compliance samples (e.g. SDWA, NPDES) must comply with associated agency requirements/permits.

- Matrix-specific batch QC (e.g., MS, MSD, SD) may not be reported when insufficient sample volume is available or when site-specific QC samples are not submitted. In such cases, a Laboratory Control Sample Duplicate (LCSD) may be analyzed to provide precision data for the batch.
- For samples analyzed using surrogate and/or isotope dilution analytes, any recoveries falling outside of established acceptance criteria are re-prepared and/or re-analyzed to confirm results, unless the deviation is due to sample dilution or otherwise explained in the case narrative.

Receipt
The sample was received on 10/8/2025 9:55 AM. Unless otherwise noted below, the sample arrived in good condition, and, where required, properly preserved and on ice. The temperature of the cooler at receipt time was 3.2°C.

Subcontract Work
Method Ammonia Solid: This method was subcontracted to Legend Technical Services of Arizona Inc. The subcontract laboratory certification is different from that of the facility issuing the final report. The subcontract report is appended in its entirety.

GC/MS VOA
No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

GC/MS Semi VOA
Method 8270D - TCLP: MS and MSD samples were not extracted for the following batch preparation batch 570-638335 and 570-639925. LCS and LCSD were extracted for batch accuracy and precision

Method 8270C TCLP

Method 8270D - TCLP: The RPD of the laboratory control sample (LCS) and laboratory control sample duplicate (LCSD) for preparation batch 570-638335 and 570-639925 and analytical batch 570-641314 recovered outside control limits for the following analytes: 1,4-Dichlorobenzene, 2,4-Dinitrotoluene, Hexachlorobenzene, Hexachloro-1,3-butadiene, Hexachloroethane, Nitrobenzene, Pentachlorophenol, 2,4,5-Trichlorophenol, 2,4,6-Trichlorophenol and Cresols, Total.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Herbicides
Method 8151A - TCLP: MS and MSD samples were not extracted for the following batch preparation batch 570-638335 and 570-640033. LCS and LCSD were extracted for batch accuracy and precision.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Pesticides
Method 8081B - TCLP: MS and MSD samples were not extracted for the following batch preparation batch 570-638335 and 570-640346. LCS and LCSD were extracted for batch accuracy and precision

Method 8081B - TCLP: The following sample formed emulsions during the extraction procedure: BIOSOLIDS (550-236901-1). The emulsions were broken up using sodium sulfate.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

HPLC/IC
Method 9056A_ORGFM_48H - Soluble: The matrix spike / matrix spike duplicate (MS/MSD) precision for preparation batch 550-338641 and analytical batch 550-338634 was outside control limits. Sample matrix interference is suspected.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Job ID: 550-236901-1 (Continued)

Metals
Method 7470A - TCLP: An incorrect volume of spiking solution was inadvertently added to matrix spike (MS) and matrix spike duplicate (MSD) associated with preparation batch 550-338529 and 550-338636 and analytical batch 550-338674. Percent recoveries are based on the amount spiked.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

General Chemistry
Method 351.2 - Soluble: The matrix spike / matrix spike duplicate (MS/MSD) recoveries for preparation batch 550-338602 and 550-338606 and analytical batch 550-338654 were outside control limits. Sample matrix interference is suspected because the associated laboratory control sample (LCS) recovery was within acceptance limits.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Sample Summary

Client: Fresh Terra Services
Project/Site: WWTP EAST

Job ID: 550-236901-1

Lab Sample ID	Client Sample ID	Matrix	Collected	Received	Sample Origin
550-236901-1	BIOSOLIDS	Solid	10/07/25 08:10	10/08/25 09:55	Arizona

Client: Fresh Terra Services
Project/Site: WWTP EAST

Job ID: 550-236901-1

Client Sample ID: BIOSOLIDS

Date Collected: 10/07/25 08:10
Date Received: 10/08/25 09:55

Lab Sample ID: 550-236901-1

Matrix: Solid

Method: SW846 8260B - Volatile Organic Compounds (GC/MS) - TCLP

Analyte	Result	Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Benzene	ND		0.10	mg/L			10/10/25 21:25	1
Carbon tetrachloride	ND		0.10	mg/L			10/10/25 21:25	1
Chlorobenzene	ND		0.10	mg/L			10/10/25 21:25	1
Chloroform	ND		0.10	mg/L			10/10/25 21:25	1
1,4-Dichlorobenzene	ND		0.10	mg/L			10/10/25 21:25	1
1,2-Dichloroethane	ND		0.10	mg/L			10/10/25 21:25	1
1,1-Dichloroethene	ND		0.10	mg/L			10/10/25 21:25	1
2-Butanone (MEK)	ND		500	ug/L			10/10/25 21:25	1
Tetrachloroethene	ND		0.10	mg/L			10/10/25 21:25	1
Trichloroethene	ND		0.10	mg/L			10/10/25 21:25	1
Vinyl chloride	ND	L5 V1	0.10	mg/L			10/10/25 21:25	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Dibromofluoromethane (Surr)	*103*		*64 - 124*		*10/10/25 21:25*	*1*
Toluene-d8 (Surr)	*102*		*75 - 113*		*10/10/25 21:25*	*1*
4-Bromofluorobenzene (Surr)	*99*		*62 - 126*		*10/10/25 21:25*	*1*

Method: SW846 8270D - Semivolatile Organic Compounds (GC/MS) - TCLP

Analyte	Result	Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
2-Methylphenol	ND		100	ug/L		10/14/25 04:57	10/17/25 13:32	1
3/4-Methylphenol	ND		100	ug/L		10/14/25 04:57	10/17/25 13:32	1
1,4-Dichlorobenzene	ND	R6	100	ug/L		10/14/25 04:57	10/17/25 13:32	1
2,4-Dinitrotoluene	ND	R6	100	ug/L		10/14/25 04:57	10/17/25 13:32	1
Hexachlorobenzene	ND	R6	100	ug/L		10/14/25 04:57	10/17/25 13:32	1
Hexachloro-1,3-butadiene	ND	R6	100	ug/L		10/14/25 04:57	10/17/25 13:32	1
Hexachloroethane	ND	R6	100	ug/L		10/14/25 04:57	10/17/25 13:32	1
Nitrobenzene	ND	R6	250	ug/L		10/14/25 04:57	10/17/25 13:32	1
Pyridine	ND	T5	100	ug/L		10/14/25 04:57	10/17/25 13:32	1
2,4,5-Trichlorophenol	ND	R6	100	ug/L		10/14/25 04:57	10/17/25 13:32	1
2,4,6-Trichlorophenol	ND	R6	100	ug/L		10/14/25 04:57	10/17/25 13:32	1
Cresols, Total	ND	R6 T5	100	ug/L		10/14/25 04:57	10/17/25 13:32	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
2,4,6-Tribromophenol (Surr)	*92*		*32 - 127*	*10/14/25 04:57*	*10/17/25 13:32*	*1*
2-Fluorobiphenyl (Surr)	*61*		*23 - 120*	*10/14/25 04:57*	*10/17/25 13:32*	*1*
2-Fluorophenol (Surr)	*31*		*15 - 120*	*10/14/25 04:57*	*10/17/25 13:32*	*1*
Nitrobenzene-d5 (Surr)	*66*		*30 - 120*	*10/14/25 04:57*	*10/17/25 13:32*	*1*
Phenol-d6 (Surr)	*22*		*10 - 120*	*10/14/25 04:57*	*10/17/25 13:32*	*1*
p-Terphenyl-d14 (Surr)	*79*		*38 - 131*	*10/14/25 04:57*	*10/17/25 13:32*	*1*

Method: SW846 8270D - Semivolatile Organic Compounds (GC/MS) - TCLP - RA

Analyte	Result	Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Pentachlorophenol	ND	R6	100	ug/L		10/14/25 04:57	10/22/25 13:40	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
2,4,6-Tribromophenol (Surr)	*82*		*32 - 127*	*10/14/25 04:57*	*10/22/25 13:40*	*1*
2-Fluorobiphenyl (Surr)	*59*		*23 - 120*	*10/14/25 04:57*	*10/22/25 13:40*	*1*
2-Fluorophenol (Surr)	*29*		*15 - 120*	*10/14/25 04:57*	*10/22/25 13:40*	*1*
Nitrobenzene-d5 (Surr)	*61*		*30 - 120*	*10/14/25 04:57*	*10/22/25 13:40*	*1*
Phenol-d6 (Surr)	*22*		*10 - 120*	*10/14/25 04:57*	*10/22/25 13:40*	*1*
p-Terphenyl-d14 (Surr)	*80*		*38 - 131*	*10/14/25 04:57*	*10/22/25 13:40*	*1*

Client: Fresh Terra Services
Project/Site: WWTP EAST

Job ID: 550-236901-1

Client Sample ID: BIOSOLIDS

Date Collected: 10/07/25 08:10
Date Received: 10/08/25 09:55

Lab Sample ID: 550-236901-1

Matrix: Solid

Method: SW846 8081B - Organochlorine Pesticides (GC) - TCLP

Analyte	Result	Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
Chlordane	ND		2.5		ug/L		10/14/25 15:03	10/21/25 19:08	1
Endrin	ND		0.25		ug/L		10/14/25 15:03	10/21/25 19:08	1
gamma-BHC (Lindane)	ND		0.10		ug/L		10/14/25 15:03	10/21/25 19:08	1
Heptachlor	ND		0.10		ug/L		10/14/25 15:03	10/21/25 19:08	1
Heptachlor epoxide	ND		0.50		ug/L		10/14/25 15:03	10/21/25 19:08	1
Methoxychlor	ND		0.50		ug/L		10/14/25 15:03	10/21/25 19:08	1
Toxaphene	ND		5.0		ug/L		10/14/25 15:03	10/21/25 19:08	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Tetrachloro-m-xylene (Surr)	*70*		*49 - 132*	*10/14/25 15:03*	*10/21/25 19:08*	*1*
DCB Decachlorobiphenyl (Surr)	*94*		*10 - 142*	*10/14/25 15:03*	*10/21/25 19:08*	*1*

Method: SW846 8151A - Herbicides (GC) - TCLP

Analyte	Result	Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
2,4-D	ND		50		ug/L		10/14/25 08:02	10/16/25 01:55	1
2,4,5-TP (Silvex)	ND		5.0		ug/L		10/14/25 08:02	10/16/25 01:55	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
2,4-Dichlorophenylacetic acid (Surr)	*74*	*C8*	*20 - 161*	*10/14/25 08:02*	*10/16/25 01:55*	*1*

Method: SW846 9056A - Anions, Ion Chromatography - Soluble

Analyte	Result	Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
Nitrate as N	**520**	**D2**	50		mg/Kg			10/15/25 01:55	100
Nitrite as N	**9.2**	**M1**	0.50		mg/Kg			10/13/25 23:26	1

Method: SW846 6010C - Metals (ICP) - TCLP

Analyte	Result	Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	ND		0.10		mg/L		10/09/25 11:47	10/09/25 19:47	1
Barium	ND		0.50		mg/L		10/09/25 11:47	10/09/25 19:47	1
Cadmium	ND		0.10		mg/L		10/09/25 11:47	10/09/25 19:47	1
Chromium	ND		0.25		mg/L		10/09/25 11:47	10/09/25 19:47	1
Lead	ND		0.10		mg/L		10/09/25 11:47	10/09/25 19:47	1
Selenium	ND		0.10		mg/L		10/09/25 11:47	10/09/25 19:47	1
Silver	ND		0.040		mg/L		10/09/25 11:47	10/09/25 19:47	1

Method: SW846 7470A - Mercury (CVAA) - TCLP

Analyte	Result	Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
Mercury	ND		0.00020		mg/L		10/13/25 15:30	10/14/25 12:42	1

General Chemistry - Soluble

Analyte	Result	Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
Nitrogen, Total (EPA Total Nitrogen)	**28000**	**T5**	20		mg/Kg			10/15/25 15:20	1

General Chemistry - Soluble - DL

Analyte	Result	Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
Nitrogen, Kjeldahl (EPA 351.2)	**27000**	**M1 M2 M3 T5**	9800		mg/Kg		10/10/25 15:30	10/13/25 16:01	200

Surrogate Summary

Client: Fresh Terra Services
Project/Site: WWTP EAST

Job ID: 550-236901-1

Method: 8260B - Volatile Organic Compounds (GC/MS)

Matrix: Solid — **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)		
		DBFM	TOL	BFB
Lab Sample ID	Client Sample ID	(64-124)	(75-113)	(62-126)
LCS 550-338590/3	Lab Control Sample	98	100	93
LCSD 550-338590/4	Lab Control Sample Dup	100	96	93

Surrogate Legend

DBFM = Dibromofluoromethane (Surr)
TOL = Toluene-d8 (Surr)
BFB = 4-Bromofluorobenzene (Surr)

Method: 8260B - Volatile Organic Compounds (GC/MS)

Matrix: Solid — **Prep Type: TCLP**

		Percent Surrogate Recovery (Acceptance Limits)		
		DBFM	TOL	BFB
Lab Sample ID	Client Sample ID	(64-124)	(75-113)	(62-126)
550-236901-1	BIOSOLIDS	103	102	99
550-236901-1 MS	BIOSOLIDS	101	100	97
550-236901-1 MSD	BIOSOLIDS	107	106	102
LB 550-338566/1-A	Method Blank	104	103	96

Surrogate Legend

DBFM = Dibromofluoromethane (Surr)
TOL = Toluene-d8 (Surr)
BFB = 4-Bromofluorobenzene (Surr)

Method: 8270D - Semivolatile Organic Compounds (GC/MS)

Matrix: Solid — **Prep Type: TCLP**

		Percent Surrogate Recovery (Acceptance Limits)					
		TBP	FBP	2FP	NBZ	PHL6	TPHd14
Lab Sample ID	Client Sample ID	(32-127)	(23-120)	(15-120)	(30-120)	(10-120)	(38-131)
550-236901-1	BIOSOLIDS	92	61	31	66	22	79
550-236901-1 - RA	BIOSOLIDS	82	59	29	61	22	80
LB 570-638335/1-E	Method Blank	66	65	45	71	31	72
LCS 570-638335/2-E	Lab Control Sample	90	80	52	79	37	88
LCSD 570-638335/3-E	Lab Control Sample Dup	60	54	40	55	31	63

Surrogate Legend

TBP = 2,4,6-Tribromophenol (Surr)
FBP = 2-Fluorobiphenyl (Surr)
2FP = 2-Fluorophenol (Surr)
NBZ = Nitrobenzene-d5 (Surr)
PHL6 = Phenol-d6 (Surr)
TPHd14 = p-Terphenyl-d14 (Surr)

Method: 8081B - Organochlorine Pesticides (GC)

Matrix: Solid — **Prep Type: TCLP**

		Percent Surrogate Recovery (Acceptance Limits)	
		TCX1	DCB2
Lab Sample ID	Client Sample ID	(49-132)	(10-142)
550-236901-1	BIOSOLIDS	70	94

Surrogate Legend

Surrogate Summary

Client: Fresh Terra Services
Job ID: 550-236901-1
Project/Site: WWTP EAST

TCX = Tetrachloro-m-xylene (Surr)
DCB = DCB Decachlorobiphenyl (Surr)

Method: 8081B - Organochlorine Pesticides (GC)

Matrix: Solid **Prep Type: TCLP**

		Percent Surrogate Recovery (Acceptance Limits)									
		TCX1	DCB1								
Lab Sample ID	Client Sample ID	(49-132)	(10-142)								
LB 570-638335/1-G	Method Blank	87	114								
LCSD 570-638335/3-G	Lab Control Sample Dup	88	116								

Surrogate Legend

TCX = Tetrachloro-m-xylene (Surr)
DCB = DCB Decachlorobiphenyl (Surr)

Method: 8081B - Organochlorine Pesticides (GC)

Matrix: Solid **Prep Type: TCLP**

		Percent Surrogate Recovery (Acceptance Limits)									
		TCX2	DCB2								
Lab Sample ID	Client Sample ID	(49-132)	(10-142)								
LCS 570-638335/2-G	Lab Control Sample	93	123								

Surrogate Legend

TCX = Tetrachloro-m-xylene (Surr)
DCB = DCB Decachlorobiphenyl (Surr)

Method: 8151A - Herbicides (GC)

Matrix: Solid **Prep Type: TCLP**

		Percent Surrogate Recovery (Acceptance Limits)									
		DCPAA1									
Lab Sample ID	Client Sample ID	(20-161)									
550-236901-1	BIOSOLIDS	74 C8									
LB 570-638335/1-F	Method Blank	62									
LCS 570-638335/2-F	Lab Control Sample	84									
LCSD 570-638335/3-F	Lab Control Sample Dup	83									

Surrogate Legend

DCPAA = 2,4-Dichlorophenylacetic acid (Surr)

Method: 8260B - Volatile Organic Compounds (GC/MS)

Lab Sample ID: LCS 550-338590/3
Matrix: Solid
Analysis Batch: 338590

Client Sample ID: Lab Control Sample
Prep Type: Total/NA

Analyte			Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits		
Benzene			0.0500	0.0482		mg/L		96	70 - 128		
Carbon tetrachloride			0.0500	0.0485		mg/L		97	64 - 136		
Chlorobenzene			0.0500	0.0503		mg/L		101	74 - 123		
Chloroform			0.0500	0.0474		mg/L		95	71 - 127		
1,4-Dichlorobenzene			0.0500	0.0515		mg/L		103	70 - 130		
1,2-Dichloroethane			0.0500	0.0471		mg/L		94	65 - 133		
1,1-Dichloroethene			0.0500	0.0457		mg/L		91	70 - 130		
2-Butanone (MEK)			50.0	47.9		ug/L		96	14 - 150		
Tetrachloroethene			0.0500	0.0504		mg/L		101	70 - 127		
Trichloroethene			0.0500	0.0476		mg/L		95	71 - 126		
Vinyl chloride			0.0500	0.0842	L5	mg/L		168	56 - 140		

Surrogate	*LCS %Recovery*	*LCS Qualifier*	*Limits*
Dibromofluoromethane (Surr)	*98*		*64 - 124*
Toluene-d8 (Surr)	*100*		*75 - 113*
4-Bromofluorobenzene (Surr)	*93*		*62 - 126*

Lab Sample ID: LCSD 550-338590/4
Matrix: Solid
Analysis Batch: 338590

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA

Analyte			Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Benzene			0.0500	0.0467		mg/L		93	70 - 128	3	20
Carbon tetrachloride			0.0500	0.0458		mg/L		92	64 - 136	6	20
Chlorobenzene			0.0500	0.0495		mg/L		99	74 - 123	2	20
Chloroform			0.0500	0.0476		mg/L		95	71 - 127	1	20
1,4-Dichlorobenzene			0.0500	0.0513		mg/L		103	70 - 130	0	20
1,2-Dichloroethane			0.0500	0.0467		mg/L		93	65 - 133	1	20
1,1-Dichloroethene			0.0500	0.0450		mg/L		90	70 - 130	2	22
2-Butanone (MEK)			50.0	50.0		ug/L		100	14 - 150	4	35
Tetrachloroethene			0.0500	0.0472		mg/L		94	70 - 127	6	20
Trichloroethene			0.0500	0.0452		mg/L		90	71 - 126	5	20
Vinyl chloride			0.0500	0.0732	L5	mg/L		146	56 - 140	14	20

Surrogate	*LCSD %Recovery*	*LCSD Qualifier*	*Limits*
Dibromofluoromethane (Surr)	*100*		*64 - 124*
Toluene-d8 (Surr)	*96*		*75 - 113*
4-Bromofluorobenzene (Surr)	*93*		*62 - 126*

Lab Sample ID: LB 550-338566/1-A
Matrix: Solid
Analysis Batch: 338590

Client Sample ID: Method Blank
Prep Type: TCLP

Analyte	LB Result	LB Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
Benzene	ND		0.10		mg/L			10/10/25 18:16	1
Carbon tetrachloride	ND		0.10		mg/L			10/10/25 18:16	1
Chlorobenzene	ND		0.10		mg/L			10/10/25 18:16	1
Chloroform	ND		0.10		mg/L			10/10/25 18:16	1

Method: 8260B - Volatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: LB 550-338566/1-A
Matrix: Solid
Analysis Batch: 338590

Client Sample ID: Method Blank
Prep Type: TCLP

Analyte	LB Result	LB Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
1,4-Dichlorobenzene	ND		0.10		mg/L			10/10/25 18:16	1
1,2-Dichloroethane	ND		0.10		mg/L			10/10/25 18:16	1
1,1-Dichloroethene	ND		0.10		mg/L			10/10/25 18:16	1
2-Butanone (MEK)	ND		500		ug/L			10/10/25 18:16	1
Tetrachloroethene	ND		0.10		mg/L			10/10/25 18:16	1
Trichloroethene	ND		0.10		mg/L			10/10/25 18:16	1
Vinyl chloride	ND		0.10		mg/L			10/10/25 18:16	1

Surrogate	*LB %Recovery*	*LB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Dibromofluoromethane (Surr)	*104*		*64 - 124*		*10/10/25 18:16*	*1*
Toluene-d8 (Surr)	*103*		*75 - 113*		*10/10/25 18:16*	*1*
4-Bromofluorobenzene (Surr)	*96*		*62 - 126*		*10/10/25 18:16*	*1*

Lab Sample ID: 550-236901-1 MS
Matrix: Solid
Analysis Batch: 338590

Client Sample ID: BIOSOLIDS
Prep Type: TCLP

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits		
Benzene	ND		5.00	4.82		mg/L		96	63 - 134		
Carbon tetrachloride	ND		5.00	4.61		mg/L		92	65 - 141		
Chlorobenzene	ND		5.00	4.96		mg/L		99	69 - 128		
Chloroform	ND		5.00	4.78		mg/L		96	72 - 124		
1,4-Dichlorobenzene	ND		5.00	5.13		mg/L		103	68 - 126		
1,2-Dichloroethane	ND		5.00	4.74		mg/L		95	72 - 129		
1,1-Dichloroethene	ND		5.00	4.65		mg/L		93	61 - 142		
2-Butanone (MEK)	ND		5000	4530		ug/L		91	34 - 141		
Tetrachloroethene	ND		5.00	4.70		mg/L		94	68 - 134		
Trichloroethene	ND		5.00	4.63		mg/L		93	73 - 126		
Vinyl chloride	ND	V1 L5	5.00	4.75		mg/L		95	54 - 143		

Surrogate	*MS %Recovery*	*MS Qualifier*	*Limits*
Dibromofluoromethane (Surr)	*101*		*64 - 124*
Toluene-d8 (Surr)	*100*		*75 - 113*
4-Bromofluorobenzene (Surr)	*97*		*62 - 126*

Lab Sample ID: 550-236901-1 MSD
Matrix: Solid
Analysis Batch: 338590

Client Sample ID: BIOSOLIDS
Prep Type: TCLP

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Benzene	ND		5.00	4.92		mg/L		98	63 - 134	2	35
Carbon tetrachloride	ND		5.00	4.74		mg/L		95	65 - 141	3	35
Chlorobenzene	ND		5.00	5.10		mg/L		102	69 - 128	3	35
Chloroform	ND		5.00	4.92		mg/L		98	72 - 124	3	35
1,4-Dichlorobenzene	ND		5.00	5.23		mg/L		105	68 - 126	2	35
1,2-Dichloroethane	ND		5.00	4.88		mg/L		98	72 - 129	3	35
1,1-Dichloroethene	ND		5.00	4.76		mg/L		95	61 - 142	2	35
2-Butanone (MEK)	ND		5000	4690		ug/L		94	34 - 141	3	35

Method: 8260B - Volatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: 550-236901-1 MSD
Matrix: Solid
Analysis Batch: 338590

Client Sample ID: BIOSOLIDS
Prep Type: TCLP

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Tetrachloroethene	ND		5.00	4.77		mg/L		95	68 - 134	1	35
Trichloroethene	ND		5.00	4.76		mg/L		95	73 - 126	3	35
Vinyl chloride	ND	V1 L5	5.00	4.84		mg/L		97	54 - 143	2	35

Surrogate	*MSD %Recovery*	*MSD Qualifier*	*Limits*
Dibromofluoromethane (Surr)	*107*		*64 - 124*
Toluene-d8 (Surr)	*106*		*75 - 113*
4-Bromofluorobenzene (Surr)	*102*		*62 - 126*

Method: 8270D - Semivolatile Organic Compounds (GC/MS)

Lab Sample ID: LB 570-638335/1-E
Matrix: Solid
Analysis Batch: 641314

Client Sample ID: Method Blank
Prep Type: TCLP
Prep Batch: 639925

Analyte	LB Result	LB Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
2-Methylphenol	ND		100		ug/L		10/14/25 04:56	10/16/25 11:29	1
3/4-Methylphenol	ND		100		ug/L		10/14/25 04:56	10/16/25 11:29	1
1,4-Dichlorobenzene	ND		100		ug/L		10/14/25 04:56	10/16/25 11:29	1
2,4-Dinitrotoluene	ND		100		ug/L		10/14/25 04:56	10/16/25 11:29	1
Hexachlorobenzene	ND		100		ug/L		10/14/25 04:56	10/16/25 11:29	1
Hexachloro-1,3-butadiene	ND		100		ug/L		10/14/25 04:56	10/16/25 11:29	1
Hexachloroethane	ND		100		ug/L		10/14/25 04:56	10/16/25 11:29	1
Nitrobenzene	ND		250		ug/L		10/14/25 04:56	10/16/25 11:29	1
Pentachlorophenol	ND		100		ug/L		10/14/25 04:56	10/16/25 11:29	1
Pyridine	ND		100		ug/L		10/14/25 04:56	10/16/25 11:29	1
2,4,5-Trichlorophenol	ND		100		ug/L		10/14/25 04:56	10/16/25 11:29	1
2,4,6-Trichlorophenol	ND		100		ug/L		10/14/25 04:56	10/16/25 11:29	1
Cresols, Total	ND		100		ug/L		10/14/25 04:56	10/16/25 11:29	1

Surrogate	*LB %Recovery*	*LB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
2,4,6-Tribromophenol (Surr)	*66*		*32 - 127*	*10/14/25 04:56*	*10/16/25 11:29*	*1*
2-Fluorobiphenyl (Surr)	*65*		*23 - 120*	*10/14/25 04:56*	*10/16/25 11:29*	*1*
2-Fluorophenol (Surr)	*45*		*15 - 120*	*10/14/25 04:56*	*10/16/25 11:29*	*1*
Nitrobenzene-d5 (Surr)	*71*		*30 - 120*	*10/14/25 04:56*	*10/16/25 11:29*	*1*
Phenol-d6 (Surr)	*31*		*10 - 120*	*10/14/25 04:56*	*10/16/25 11:29*	*1*
p-Terphenyl-d14 (Surr)	*72*		*38 - 131*	*10/14/25 04:56*	*10/16/25 11:29*	*1*

Lab Sample ID: LCS 570-638335/2-E
Matrix: Solid
Analysis Batch: 641314

Client Sample ID: Lab Control Sample
Prep Type: TCLP
Prep Batch: 639925

Analyte			Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits		
2-Methylphenol			1000	773		ug/L		77	36 - 120		
3/4-Methylphenol			2000	1450		ug/L		73	24 - 120		
1,4-Dichlorobenzene			1000	726		ug/L		73	13 - 120		
2,4-Dinitrotoluene			1000	912		ug/L		91	34 - 146		
Hexachlorobenzene			1000	858		ug/L		86	52 - 120		

Method: 8270D - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: LCS 570-638335/2-E
Matrix: Solid
Analysis Batch: 641314

Client Sample ID: Lab Control Sample
Prep Type: TCLP
Prep Batch: 639925

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Hexachloro-1,3-butadiene	1000	726		ug/L		73	24 - 120
Hexachloroethane	1000	703		ug/L		70	22 - 120
Nitrobenzene	1000	775		ug/L		78	28 - 120
Pentachlorophenol	1000	858		ug/L		86	15 - 129
Pyridine	1000	148		ug/L		15	10 - 120
2,4,5-Trichlorophenol	1000	902		ug/L		90	47 - 120
2,4,6-Trichlorophenol	1000	882		ug/L		88	47 - 120

Surrogate	*LCS %Recovery*	*LCS Qualifier*	*Limits*
2,4,6-Tribromophenol (Surr)	*90*		*32 - 127*
2-Fluorobiphenyl (Surr)	*80*		*23 - 120*
2-Fluorophenol (Surr)	*52*		*15 - 120*
Nitrobenzene-d5 (Surr)	*79*		*30 - 120*
Phenol-d6 (Surr)	*37*		*10 - 120*
p-Terphenyl-d14 (Surr)	*88*		*38 - 131*

Lab Sample ID: LCSD 570-638335/3-E
Matrix: Solid
Analysis Batch: 641314

Client Sample ID: Lab Control Sample Dup
Prep Type: TCLP
Prep Batch: 639925

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
2-Methylphenol	1000	599		ug/L		60	36 - 120	25	30
3/4-Methylphenol	2000	1120		ug/L		56	24 - 120	25	30
1,4-Dichlorobenzene	1000	492	R6	ug/L		49	13 - 120	38	30
2,4-Dinitrotoluene	1000	637	R6	ug/L		64	34 - 146	36	25
Hexachlorobenzene	1000	596	R6	ug/L		60	52 - 120	36	30
Hexachloro-1,3-butadiene	1000	509	R6	ug/L		51	24 - 120	35	30
Hexachloroethane	1000	475	R6	ug/L		48	22 - 120	39	30
Nitrobenzene	1000	570	R6	ug/L		57	28 - 120	31	30
Pentachlorophenol	1000	582	R6	ug/L		58	15 - 129	38	30
Pyridine	1000	177		ug/L		18	10 - 120	18	30
2,4,5-Trichlorophenol	1000	614	R6	ug/L		61	47 - 120	38	30
2,4,6-Trichlorophenol	1000	595	R6	ug/L		59	47 - 120	39	30

Surrogate	*LCSD %Recovery*	*LCSD Qualifier*	*Limits*
2,4,6-Tribromophenol (Surr)	*60*		*32 - 127*
2-Fluorobiphenyl (Surr)	*54*		*23 - 120*
2-Fluorophenol (Surr)	*40*		*15 - 120*
Nitrobenzene-d5 (Surr)	*55*		*30 - 120*
Phenol-d6 (Surr)	*31*		*10 - 120*
p-Terphenyl-d14 (Surr)	*63*		*38 - 131*

Method: 8081B - Organochlorine Pesticides (GC)

Lab Sample ID: LB 570-638335/1-G
Matrix: Solid
Analysis Batch: 643996

Client Sample ID: Method Blank
Prep Type: TCLP
Prep Batch: 640346

Analyte	LB Result	LB Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
Chlordane	ND		2.5		ug/L		10/14/25 15:03	10/21/25 17:31	1
Endrin	ND		0.25		ug/L		10/14/25 15:03	10/21/25 17:31	1
gamma-BHC (Lindane)	ND		0.10		ug/L		10/14/25 15:03	10/21/25 17:31	1
Heptachlor	ND		0.10		ug/L		10/14/25 15:03	10/21/25 17:31	1
Heptachlor epoxide	ND		0.50		ug/L		10/14/25 15:03	10/21/25 17:31	1
Methoxychlor	ND		0.50		ug/L		10/14/25 15:03	10/21/25 17:31	1
Toxaphene	ND		5.0		ug/L		10/14/25 15:03	10/21/25 17:31	1

Surrogate	*LB %Recovery*	*LB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Tetrachloro-m-xylene (Surr)	*87*		*49 - 132*	*10/14/25 15:03*	*10/21/25 17:31*	*1*
DCB Decachlorobiphenyl (Surr)	*114*		*10 - 142*	*10/14/25 15:03*	*10/21/25 17:31*	*1*

Lab Sample ID: LCS 570-638335/2-G
Matrix: Solid
Analysis Batch: 643996

Client Sample ID: Lab Control Sample
Prep Type: TCLP
Prep Batch: 640346

Analyte			Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits		
Endrin			2.50	2.31		ug/L		92	24 - 170		
gamma-BHC (Lindane)			2.50	2.26		ug/L		90	28 - 151		
Heptachlor			2.50	2.18		ug/L		87	26 - 145		
Heptachlor epoxide			2.50	2.21		ug/L		88	26 - 157		
Methoxychlor			2.50	3.74		ug/L		150	31 - 155		

Surrogate	*LCS %Recovery*	*LCS Qualifier*	*Limits*
Tetrachloro-m-xylene (Surr)	*93*		*49 - 132*
DCB Decachlorobiphenyl (Surr)	*123*		*10 - 142*

Lab Sample ID: LCSD 570-638335/3-G
Matrix: Solid
Analysis Batch: 643996

Client Sample ID: Lab Control Sample Dup
Prep Type: TCLP
Prep Batch: 640346

Analyte			Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Endrin			2.50	2.18		ug/L		87	24 - 170	6	40
gamma-BHC (Lindane)			2.50	2.23		ug/L		89	28 - 151	1	26
Heptachlor			2.50	2.00		ug/L		80	26 - 145	9	26
Heptachlor epoxide			2.50	2.11		ug/L		84	26 - 157	4	30
Methoxychlor			2.50	3.38		ug/L		135	31 - 155	10	26

Surrogate	*LCSD %Recovery*	*LCSD Qualifier*	*Limits*
Tetrachloro-m-xylene (Surr)	*88*		*49 - 132*
DCB Decachlorobiphenyl (Surr)	*116*		*10 - 142*

Method: 8151A - Herbicides (GC)

Lab Sample ID: LB 570-638335/1-F
Matrix: Solid
Analysis Batch: 640965

Client Sample ID: Method Blank
Prep Type: TCLP
Prep Batch: 640033

Analyte	LB Result	LB Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
2,4-D	ND		50		ug/L		10/14/25 08:02	10/16/25 00:47	1
2,4,5-TP (Silvex)	ND		5.0		ug/L		10/14/25 08:02	10/16/25 00:47	1

Surrogate	*LB %Recovery*	*LB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
2,4-Dichlorophenylacetic acid (Surr)	*62*		*20 - 161*	*10/14/25 08:02*	*10/16/25 00:47*	*1*

Lab Sample ID: LCS 570-638335/2-F
Matrix: Solid
Analysis Batch: 640965

Client Sample ID: Lab Control Sample
Prep Type: TCLP
Prep Batch: 640033

Analyte			Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits		
2,4-D			100	115		ug/L		115	10 - 180		

Surrogate	*LCS %Recovery*	*LCS Qualifier*	*Limits*
2,4-Dichlorophenylacetic acid (Surr)	*84*		*20 - 161*

Lab Sample ID: LCSD 570-638335/3-F
Matrix: Solid
Analysis Batch: 640965

Client Sample ID: Lab Control Sample Dup
Prep Type: TCLP
Prep Batch: 640033

Analyte			Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
2,4-D			100	112		ug/L		112	10 - 180	1	20

Surrogate	*LCSD %Recovery*	*LCSD Qualifier*	*Limits*
2,4-Dichlorophenylacetic acid (Surr)	*83*		*20 - 161*

Method: 9056A - Anions, Ion Chromatography

Lab Sample ID: MB 550-338641/1-A
Matrix: Solid
Analysis Batch: 338634

Client Sample ID: Method Blank
Prep Type: Soluble

Analyte	MB Result	MB Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
Nitrate as N	ND		0.50		mg/Kg			10/13/25 22:31	1
Nitrite as N	ND		0.50		mg/Kg			10/13/25 22:31	1

Lab Sample ID: 550-236901-1 MS
Matrix: Solid
Analysis Batch: 338634

Client Sample ID: BIOSOLIDS
Prep Type: Soluble

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits		
Nitrate as N	430	E2 M3	40.0	458	E2 M3	mg/Kg		77	80 - 120		
Nitrite as N	9.2	M1	40.0	53.3		mg/Kg		110	80 - 120		

Method: 9056A - Anions, Ion Chromatography (Continued)

Lab Sample ID: 550-236901-1 MSD
Matrix: Solid
Analysis Batch: 338634

Client Sample ID: BIOSOLIDS
Prep Type: Soluble

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Nitrate as N	430	E2 M3	39.8	397	M3	mg/Kg		-77	80 - 120	14	20
Nitrite as N	9.2	M1	39.8	61.8	M1	mg/Kg		132	80 - 120	15	20

Lab Sample ID: 550-236901-1 DU
Matrix: Solid
Analysis Batch: 338634

Client Sample ID: BIOSOLIDS
Prep Type: Soluble

Analyte	Sample Result	Sample Qualifier	DU Result	DU Qualifier	Unit	D	RPD	RPD Limit
Nitrite as N	9.2	M1	10.4		mg/Kg		12	15

Lab Sample ID: MB 550-338688/1-A
Matrix: Solid
Analysis Batch: 338676

Client Sample ID: Method Blank
Prep Type: Soluble

Analyte	MB Result	MB Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Nitrate as N	ND		0.50	mg/Kg			10/14/25 21:56	1
Nitrite as N	ND		0.50	mg/Kg			10/14/25 21:56	1

Lab Sample ID: LCS 550-338688/2-A
Matrix: Solid
Analysis Batch: 338676

Client Sample ID: Lab Control Sample
Prep Type: Soluble

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Nitrate as N	39.6	41.5		mg/Kg		105	80 - 120
Nitrite as N	39.6	42.8		mg/Kg		108	80 - 120

Lab Sample ID: LCSD 550-338688/3-A
Matrix: Solid
Analysis Batch: 338676

Client Sample ID: Lab Control Sample Dup
Prep Type: Soluble

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Nitrate as N	40.0	42.1		mg/Kg		105	80 - 120	1	20

Lab Sample ID: 550-237176-A-1-C MS
Matrix: Solid
Analysis Batch: 338676

Client Sample ID: Matrix Spike
Prep Type: Soluble

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Nitrate as N	ND	M2	39.6	28.5	M2	mg/Kg		72	80 - 120
Nitrite as N	2.9		39.6	46.9		mg/Kg		111	80 - 120

Lab Sample ID: 550-237176-A-1-D MSD
Matrix: Solid
Analysis Batch: 338676

Client Sample ID: Matrix Spike Duplicate
Prep Type: Soluble

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Nitrate as N	ND	M2	39.8	28.6	M2	mg/Kg		72	80 - 120	0	20
Nitrite as N	2.9		39.8	47.3		mg/Kg		112	80 - 120	1	20

Method: 9056A - Anions, Ion Chromatography (Continued)

Lab Sample ID: 550-237176-A-1-E DU
Matrix: Solid
Analysis Batch: 338676

Client Sample ID: Duplicate
Prep Type: Soluble

Analyte	Sample Result	Sample Qualifier	DU Result	DU Qualifier	Unit	D	RPD	RPD Limit
Nitrate as N	ND	M2	ND		mg/Kg		NC	15
Nitrite as N	2.9		2.97		mg/Kg		0.8	15

Method: 6010C - Metals (ICP)

Lab Sample ID: MB 550-338549/1-A
Matrix: Solid
Analysis Batch: 338588

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 338549

Analyte	MB Result	MB Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	ND		0.10	mg/L		10/09/25 11:47	10/09/25 19:07	1
Barium	ND		0.50	mg/L		10/09/25 11:47	10/09/25 19:07	1
Cadmium	ND		0.10	mg/L		10/09/25 11:47	10/09/25 19:07	1
Chromium	ND		0.25	mg/L		10/09/25 11:47	10/09/25 19:07	1
Lead	ND		0.10	mg/L		10/09/25 11:47	10/09/25 19:07	1
Selenium	ND		0.10	mg/L		10/09/25 11:47	10/09/25 19:07	1
Silver	ND		0.040	mg/L		10/09/25 11:47	10/09/25 19:07	1

Lab Sample ID: LCS 550-338549/2-A
Matrix: Solid
Analysis Batch: 338588

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 338549

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Arsenic	5.00	5.23		mg/L		105	89 - 111
Barium	5.00	5.10		mg/L		102	87 - 114
Cadmium	5.00	5.10		mg/L		102	90 - 110
Chromium	5.00	5.16		mg/L		103	86 - 112
Lead	5.00	5.12		mg/L		102	89 - 115
Selenium	5.00	5.21		mg/L		104	92 - 120
Silver	0.375	0.375		mg/L		100	80 - 113

Lab Sample ID: LCSD 550-338549/3-A
Matrix: Solid
Analysis Batch: 338588

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA
Prep Batch: 338549

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Arsenic	5.00	5.21		mg/L		104	89 - 111	0	20
Barium	5.00	5.01		mg/L		100	87 - 114	2	20
Cadmium	5.00	5.06		mg/L		101	90 - 110	1	20
Chromium	5.00	5.11		mg/L		102	86 - 112	1	20
Lead	5.00	5.05		mg/L		101	89 - 115	1	20
Selenium	5.00	5.20		mg/L		104	92 - 120	0	20
Silver	0.375	0.368		mg/L		98	80 - 113	2	20

Lab Sample ID: LB 550-338529/1-B
Matrix: Solid
Analysis Batch: 338588

Client Sample ID: Method Blank
Prep Type: TCLP
Prep Batch: 338549

Analyte	LB Result	LB Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	ND		0.10	mg/L		10/09/25 11:47	10/09/25 19:27	1

Method: 6010C - Metals (ICP) (Continued)

Lab Sample ID: LB 550-338529/1-B
Matrix: Solid
Analysis Batch: 338588

Client Sample ID: Method Blank
Prep Type: TCLP
Prep Batch: 338549

Analyte	LB Result	LB Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
Barium	ND		0.50		mg/L		10/09/25 11:47	10/09/25 19:27	1
Cadmium	ND		0.10		mg/L		10/09/25 11:47	10/09/25 19:27	1
Chromium	ND		0.25		mg/L		10/09/25 11:47	10/09/25 19:27	1
Lead	ND		0.10		mg/L		10/09/25 11:47	10/09/25 19:27	1
Selenium	ND		0.10		mg/L		10/09/25 11:47	10/09/25 19:27	1
Silver	ND		0.040		mg/L		10/09/25 11:47	10/09/25 19:27	1

Lab Sample ID: 550-236839-C-1-B MS
Matrix: Solid
Analysis Batch: 338588

Client Sample ID: Matrix Spike
Prep Type: TCLP
Prep Batch: 338549

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits		
Arsenic	ND		5.00	5.44		mg/L		109	75 - 125		
Barium	ND		5.00	5.47		mg/L		103	75 - 125		
Cadmium	ND		5.00	5.16		mg/L		103	75 - 125		
Chromium	ND		5.00	5.15		mg/L		103	75 - 125		
Lead	ND		5.00	5.05		mg/L		101	75 - 125		
Selenium	ND		5.00	5.32		mg/L		106	75 - 125		
Silver	ND		0.375	0.392		mg/L		100	75 - 125		

Lab Sample ID: 550-236839-C-1-C MSD
Matrix: Solid
Analysis Batch: 338588

Client Sample ID: Matrix Spike Duplicate
Prep Type: TCLP
Prep Batch: 338549

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Arsenic	ND		5.00	5.38		mg/L		108	75 - 125	1	20
Barium	ND		5.00	5.35		mg/L		101	75 - 125	2	20
Cadmium	ND		5.00	5.11		mg/L		102	75 - 125	1	20
Chromium	ND		5.00	5.11		mg/L		102	75 - 125	1	20
Lead	ND		5.00	5.02		mg/L		100	75 - 125	1	20
Selenium	ND		5.00	5.30		mg/L		106	75 - 125	0	20
Silver	ND		0.375	0.388		mg/L		99	75 - 125	1	20

Method: 7470A - Mercury (CVAA)

Lab Sample ID: MB 550-338636/1-A
Matrix: Solid
Analysis Batch: 338674

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 338636

Analyte	MB Result	MB Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
Mercury	ND		0.00020		mg/L		10/13/25 15:30	10/14/25 12:15	1

Lab Sample ID: LCS 550-338636/2-A
Matrix: Solid
Analysis Batch: 338674

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 338636

Analyte			Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits		
Mercury			0.00500	0.00440		mg/L		88	80 - 120		

Method: 7470A - Mercury (CVAA) (Continued)

Lab Sample ID: LCSD 550-338636/3-A
Matrix: Solid
Analysis Batch: 338674

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA
Prep Batch: 338636

Analyte			Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Mercury			0.00500	0.00450		mg/L		90	80 - 120	2	20

Lab Sample ID: LB 550-338529/1-C
Matrix: Solid
Analysis Batch: 338674

Client Sample ID: Method Blank
Prep Type: TCLP
Prep Batch: 338636

Analyte	LB Result	LB Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
Mercury	ND		0.00020		mg/L		10/13/25 15:30	10/14/25 12:30	1

Lab Sample ID: 550-236967-A-1-D MS
Matrix: Solid
Analysis Batch: 338674

Client Sample ID: Matrix Spike
Prep Type: TCLP
Prep Batch: 338636

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits		
Mercury	ND	M2	0.00500	ND	M2	mg/L		0	75 - 125		

Lab Sample ID: 550-236967-A-1-E MSD
Matrix: Solid
Analysis Batch: 338674

Client Sample ID: Matrix Spike Duplicate
Prep Type: TCLP
Prep Batch: 338636

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Mercury	ND	M2	0.00500	ND	M2	mg/L		0	75 - 125	NC	20

Method: 351.2 - Nitrogen, Total Kjeldahl

Lab Sample ID: MB 550-338602/1-B
Matrix: Solid
Analysis Batch: 338654

Client Sample ID: Method Blank
Prep Type: Soluble
Prep Batch: 338606

Analyte	MB Result	MB Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
Nitrogen, Kjeldahl	ND		50		mg/Kg		10/10/25 15:30	10/13/25 15:34	1

Lab Sample ID: LCS 550-338602/2-B
Matrix: Solid
Analysis Batch: 338654

Client Sample ID: Lab Control Sample
Prep Type: Soluble
Prep Batch: 338606

Analyte			Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits		
Nitrogen, Kjeldahl			100	99.0		mg/Kg		99	90 - 110		

Lab Sample ID: LCSD 550-338602/3-B
Matrix: Solid
Analysis Batch: 338654

Client Sample ID: Lab Control Sample Dup
Prep Type: Soluble
Prep Batch: 338606

Analyte			Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Nitrogen, Kjeldahl			100	103		mg/Kg		103	90 - 110	4	20

Client: Fresh Terra Services
Project/Site: WWTP EAST

Job ID: 550-236901-1

Method: 351.2 - Nitrogen, Total Kjeldahl - DL

Lab Sample ID: 550-236901-1 MS
Matrix: Solid
Analysis Batch: 338654

Client Sample ID: BIOSOLIDS
Prep Type: Soluble
Prep Batch: 338606

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Nitrogen, Kjeldahl - DL	27000	T5 M1 M2 M3	98.2	25900	M3	mg/Kg		-1458	90 - 110

Lab Sample ID: 550-236901-1 MSD
Matrix: Solid
Analysis Batch: 338654

Client Sample ID: BIOSOLIDS
Prep Type: Soluble
Prep Batch: 338606

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Nitrogen, Kjeldahl - DL	27000	T5 M1 M2 M3	99.4	27400	M3	mg/Kg		81	90 - 110	6	20

GC/MS VOA

Leach Batch: 338566

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	TCLP	Solid	1311	
LB 550-338566/1-A	Method Blank	TCLP	Solid	1311	
550-236901-1 MS	BIOSOLIDS	TCLP	Solid	1311	
550-236901-1 MSD	BIOSOLIDS	TCLP	Solid	1311	

Analysis Batch: 338590

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	TCLP	Solid	8260B	338566
LB 550-338566/1-A	Method Blank	TCLP	Solid	8260B	338566
LCS 550-338590/3	Lab Control Sample	Total/NA	Solid	8260B	
LCSD 550-338590/4	Lab Control Sample Dup	Total/NA	Solid	8260B	
550-236901-1 MS	BIOSOLIDS	TCLP	Solid	8260B	338566
550-236901-1 MSD	BIOSOLIDS	TCLP	Solid	8260B	338566

GC/MS Semi VOA

Leach Batch: 638335

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	TCLP	Solid	1311	
550-236901-1 - RA	BIOSOLIDS	TCLP	Solid	1311	
LB 570-638335/1-E	Method Blank	TCLP	Solid	1311	
LCS 570-638335/2-E	Lab Control Sample	TCLP	Solid	1311	
LCSD 570-638335/3-E	Lab Control Sample Dup	TCLP	Solid	1311	

Prep Batch: 639925

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	TCLP	Solid	3510C	638335
550-236901-1 - RA	BIOSOLIDS	TCLP	Solid	3510C	638335
LB 570-638335/1-E	Method Blank	TCLP	Solid	3510C	638335
LCS 570-638335/2-E	Lab Control Sample	TCLP	Solid	3510C	638335
LCSD 570-638335/3-E	Lab Control Sample Dup	TCLP	Solid	3510C	638335

Analysis Batch: 641314

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
LB 570-638335/1-E	Method Blank	TCLP	Solid	8270D	639925
LCS 570-638335/2-E	Lab Control Sample	TCLP	Solid	8270D	639925
LCSD 570-638335/3-E	Lab Control Sample Dup	TCLP	Solid	8270D	639925

Analysis Batch: 642013

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	TCLP	Solid	8270D	639925

Analysis Batch: 644279

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1 - RA	BIOSOLIDS	TCLP	Solid	8270D	639925

GC Semi VOA

Leach Batch: 638335

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	TCLP	Solid	1311	
LB 570-638335/1-F	Method Blank	TCLP	Solid	1311	

GC Semi VOA (Continued)

Leach Batch: 638335 (Continued)

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
LB 570-638335/1-G	Method Blank	TCLP	Solid	1311	
LCS 570-638335/2-F	Lab Control Sample	TCLP	Solid	1311	
LCS 570-638335/2-G	Lab Control Sample	TCLP	Solid	1311	
LCSD 570-638335/3-F	Lab Control Sample Dup	TCLP	Solid	1311	
LCSD 570-638335/3-G	Lab Control Sample Dup	TCLP	Solid	1311	

Prep Batch: 640033

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	TCLP	Solid	8151A	638335
LB 570-638335/1-F	Method Blank	TCLP	Solid	8151A	638335
LCS 570-638335/2-F	Lab Control Sample	TCLP	Solid	8151A	638335
LCSD 570-638335/3-F	Lab Control Sample Dup	TCLP	Solid	8151A	638335

Prep Batch: 640346

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	TCLP	Solid	3510C	638335
LB 570-638335/1-G	Method Blank	TCLP	Solid	3510C	638335
LCS 570-638335/2-G	Lab Control Sample	TCLP	Solid	3510C	638335
LCSD 570-638335/3-G	Lab Control Sample Dup	TCLP	Solid	3510C	638335

Analysis Batch: 640965

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	TCLP	Solid	8151A	640033
LB 570-638335/1-F	Method Blank	TCLP	Solid	8151A	640033
LCS 570-638335/2-F	Lab Control Sample	TCLP	Solid	8151A	640033
LCSD 570-638335/3-F	Lab Control Sample Dup	TCLP	Solid	8151A	640033

Analysis Batch: 643996

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	TCLP	Solid	8081B	640346
LB 570-638335/1-G	Method Blank	TCLP	Solid	8081B	640346
LCS 570-638335/2-G	Lab Control Sample	TCLP	Solid	8081B	640346
LCSD 570-638335/3-G	Lab Control Sample Dup	TCLP	Solid	8081B	640346

HPLC/IC

Analysis Batch: 338634

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	Soluble	Solid	9056A	338641
MB 550-338641/1-A	Method Blank	Soluble	Solid	9056A	338641
550-236901-1 MS	BIOSOLIDS	Soluble	Solid	9056A	338641
550-236901-1 MSD	BIOSOLIDS	Soluble	Solid	9056A	338641
550-236901-1 DU	BIOSOLIDS	Soluble	Solid	9056A	338641

Leach Batch: 338641

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	Soluble	Solid	DI Leach	
MB 550-338641/1-A	Method Blank	Soluble	Solid	DI Leach	
550-236901-1 MS	BIOSOLIDS	Soluble	Solid	DI Leach	
550-236901-1 MSD	BIOSOLIDS	Soluble	Solid	DI Leach	
550-236901-1 DU	BIOSOLIDS	Soluble	Solid	DI Leach	

HPLC/IC

Analysis Batch: 338676

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	Soluble	Solid	9056A	338688
MB 550-338688/1-A	Method Blank	Soluble	Solid	9056A	338688
LCS 550-338688/2-A	Lab Control Sample	Soluble	Solid	9056A	338688
LCSD 550-338688/3-A	Lab Control Sample Dup	Soluble	Solid	9056A	338688
550-237176-A-1-C MS	Matrix Spike	Soluble	Solid	9056A	338688
550-237176-A-1-D MSD	Matrix Spike Duplicate	Soluble	Solid	9056A	338688
550-237176-A-1-E DU	Duplicate	Soluble	Solid	9056A	338688

Leach Batch: 338688

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	Soluble	Solid	DI Leach	
MB 550-338688/1-A	Method Blank	Soluble	Solid	DI Leach	
LCS 550-338688/2-A	Lab Control Sample	Soluble	Solid	DI Leach	
LCSD 550-338688/3-A	Lab Control Sample Dup	Soluble	Solid	DI Leach	
550-237176-A-1-C MS	Matrix Spike	Soluble	Solid	DI Leach	
550-237176-A-1-D MSD	Matrix Spike Duplicate	Soluble	Solid	DI Leach	
550-237176-A-1-E DU	Duplicate	Soluble	Solid	DI Leach	

Metals

Leach Batch: 338529

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	TCLP	Solid	1311	
LB 550-338529/1-B	Method Blank	TCLP	Solid	1311	
LB 550-338529/1-C	Method Blank	TCLP	Solid	1311	
550-236839-C-1-B MS	Matrix Spike	TCLP	Solid	1311	
550-236839-C-1-C MSD	Matrix Spike Duplicate	TCLP	Solid	1311	
550-236967-A-1-D MS	Matrix Spike	TCLP	Solid	1311	
550-236967-A-1-E MSD	Matrix Spike Duplicate	TCLP	Solid	1311	

Prep Batch: 338549

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	TCLP	Solid	3010A	338529
LB 550-338529/1-B	Method Blank	TCLP	Solid	3010A	338529
MB 550-338549/1-A	Method Blank	Total/NA	Solid	3010A	
LCS 550-338549/2-A	Lab Control Sample	Total/NA	Solid	3010A	
LCSD 550-338549/3-A	Lab Control Sample Dup	Total/NA	Solid	3010A	
550-236839-C-1-B MS	Matrix Spike	TCLP	Solid	3010A	338529
550-236839-C-1-C MSD	Matrix Spike Duplicate	TCLP	Solid	3010A	338529

Analysis Batch: 338588

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	TCLP	Solid	6010C	338549
LB 550-338529/1-B	Method Blank	TCLP	Solid	6010C	338549
MB 550-338549/1-A	Method Blank	Total/NA	Solid	6010C	338549
LCS 550-338549/2-A	Lab Control Sample	Total/NA	Solid	6010C	338549
LCSD 550-338549/3-A	Lab Control Sample Dup	Total/NA	Solid	6010C	338549
550-236839-C-1-B MS	Matrix Spike	TCLP	Solid	6010C	338549
550-236839-C-1-C MSD	Matrix Spike Duplicate	TCLP	Solid	6010C	338549

Metals

Prep Batch: 338636

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	TCLP	Solid	7470A	338529
LB 550-338529/1-C	Method Blank	TCLP	Solid	7470A	338529
MB 550-338636/1-A	Method Blank	Total/NA	Solid	7470A	
LCS 550-338636/2-A	Lab Control Sample	Total/NA	Solid	7470A	
LCSD 550-338636/3-A	Lab Control Sample Dup	Total/NA	Solid	7470A	
550-236967-A-1-D MS	Matrix Spike	TCLP	Solid	7470A	338529
550-236967-A-1-E MSD	Matrix Spike Duplicate	TCLP	Solid	7470A	338529

Analysis Batch: 338674

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	TCLP	Solid	7470A	338636
LB 550-338529/1-C	Method Blank	TCLP	Solid	7470A	338636
MB 550-338636/1-A	Method Blank	Total/NA	Solid	7470A	338636
LCS 550-338636/2-A	Lab Control Sample	Total/NA	Solid	7470A	338636
LCSD 550-338636/3-A	Lab Control Sample Dup	Total/NA	Solid	7470A	338636
550-236967-A-1-D MS	Matrix Spike	TCLP	Solid	7470A	338636
550-236967-A-1-E MSD	Matrix Spike Duplicate	TCLP	Solid	7470A	338636

General Chemistry

Analysis Batch: 338360

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1	BIOSOLIDS	Soluble	Solid	Total Nitrogen	

Leach Batch: 338602

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1 - DL	BIOSOLIDS	Soluble	Solid	DI Leach	
MB 550-338602/1-B	Method Blank	Soluble	Solid	DI Leach	
LCS 550-338602/2-B	Lab Control Sample	Soluble	Solid	DI Leach	
LCSD 550-338602/3-B	Lab Control Sample Dup	Soluble	Solid	DI Leach	
550-236901-1 MS - DL	BIOSOLIDS	Soluble	Solid	DI Leach	
550-236901-1 MSD - DL	BIOSOLIDS	Soluble	Solid	DI Leach	

Prep Batch: 338606

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1 - DL	BIOSOLIDS	Soluble	Solid	351.2	338602
MB 550-338602/1-B	Method Blank	Soluble	Solid	351.2	338602
LCS 550-338602/2-B	Lab Control Sample	Soluble	Solid	351.2	338602
LCSD 550-338602/3-B	Lab Control Sample Dup	Soluble	Solid	351.2	338602
550-236901-1 MS - DL	BIOSOLIDS	Soluble	Solid	351.2	338602
550-236901-1 MSD - DL	BIOSOLIDS	Soluble	Solid	351.2	338602

Analysis Batch: 338654

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
550-236901-1 - DL	BIOSOLIDS	Soluble	Solid	351.2	338606
MB 550-338602/1-B	Method Blank	Soluble	Solid	351.2	338606
LCS 550-338602/2-B	Lab Control Sample	Soluble	Solid	351.2	338606
LCSD 550-338602/3-B	Lab Control Sample Dup	Soluble	Solid	351.2	338606
550-236901-1 MS - DL	BIOSOLIDS	Soluble	Solid	351.2	338606
550-236901-1 MSD - DL	BIOSOLIDS	Soluble	Solid	351.2	338606

Lab Chronicle

Client: Fresh Terra Services
Project/Site: WWTP EAST

Job ID: 550-236901-1

Client Sample ID: BIOSOLIDS

Date Collected: 10/07/25 08:10
Date Received: 10/08/25 09:55

Lab Sample ID: 550-236901-1

Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
TCLP	Leach	1311			338566	RDC	EET PHX	10/09/25 18:00 - 10/10/25 11:00 [1]
TCLP	Analysis	8260B		1	338590	R1K	EET PHX	10/10/25 21:25
TCLP	Leach	1311			638335	D2TZ	EET CAL 4	10/11/25 16:00 - 10/12/25 17:00 [1]
TCLP	Prep	3510C			639925	H1SH	EET CAL 4	10/14/25 04:57
TCLP	Analysis	8270D		1	642013	PQS1	EET CAL 4	10/17/25 13:32
TCLP	Leach	1311	RA		638335	D2TZ	EET CAL 4	10/11/25 16:00 - 10/12/25 17:00 [1]
TCLP	Prep	3510C	RA		639925	H1SH	EET CAL 4	10/14/25 04:57
TCLP	Analysis	8270D	RA	1	644279	PQS1	EET CAL 4	10/22/25 13:40
TCLP	Leach	1311			638335	D2TZ	EET CAL 4	10/11/25 16:00 - 10/12/25 17:00 [1]
TCLP	Prep	3510C			640346	S4EA	EET CAL 4	10/14/25 15:03
TCLP	Analysis	8081B		1	643996	N5Y3	EET CAL 4	10/21/25 19:08
TCLP	Leach	1311			638335	D2TZ	EET CAL 4	10/11/25 16:00 - 10/12/25 17:00 [1]
TCLP	Prep	8151A			640033	ZE2W	EET CAL 4	10/14/25 08:02
TCLP	Analysis	8151A		1	640965	ZE2W	EET CAL 4	10/16/25 01:55
Soluble	Leach	DI Leach			338641	JAO	EET PHX	10/13/25 13:59
Soluble	Analysis	9056A		1	338634	R1K	EET PHX	10/13/25 23:26
Soluble	Leach	DI Leach			338688	JAO	EET PHX	10/14/25 17:02
Soluble	Analysis	9056A		100	338676	R1K	EET PHX	10/15/25 01:55
TCLP	Leach	1311			338529	JAC	EET PHX	10/08/25 15:00 - 10/09/25 10:00 [1]
TCLP	Prep	3010A			338549	JAC	EET PHX	10/09/25 11:47
TCLP	Analysis	6010C		1	338588	JAC	EET PHX	10/09/25 19:47
TCLP	Leach	1311			338529	JAC	EET PHX	10/08/25 15:00 - 10/09/25 10:00 [1]
TCLP	Prep	7470A			338636	BXZ	EET PHX	10/13/25 15:30
TCLP	Analysis	7470A		1	338674	BXZ	EET PHX	10/14/25 12:42
Soluble	Leach	DI Leach	DL		338602	BXZ	EET PHX	10/10/25 15:00
Soluble	Prep	351.2	DL		338606	BXZ	EET PHX	10/10/25 15:30
Soluble	Analysis	351.2	DL	200	338654	BXZ	EET PHX	10/13/25 16:01
Soluble	Analysis	Total Nitrogen		1	338360	MEJ	EET PHX	10/15/25 15:20

[1] This procedure uses a method stipulated length of time for the process. Both start and end times are displayed.

Laboratory References:

EET CAL 4 = Eurofins Calscience Tustin, 2841 Dow Avenue, Tustin, CA 92780, TEL (714)895-5494

EET PHX = Eurofins Phoenix, 4625 East Cotton Center Boulevard, Suite #189, Phoenix, AZ 85040, TEL (602)437-3340

Legend AZ = Legend Technical Services Inc., 17631 N. 25th Ave., Phoenix, AZ 85023

Accreditation/Certification Summary

Client: Fresh Terra Services
Project/Site: WWTP EAST

Job ID: 550-236901-1

Laboratory: Eurofins Phoenix

Unless otherwise noted, all analytes for this laboratory were covered under each accreditation/certification below.

Authority	Program	Identification Number	Expiration Date
Arizona	State	AZ0728	06-10-26

The following analytes are included in this report, but the laboratory is not certified by the governing authority. This list may include analytes for which the agency does not offer certification.

Analysis Method	Prep Method	Matrix	Analyte
351.2	351.2	Solid	Nitrogen, Kjeldahl
Total Nitrogen		Solid	Nitrogen, Total

Laboratory: Eurofins Calscience

Unless otherwise noted, all analytes for this laboratory were covered under each accreditation/certification below.

Authority	Program	Identification Number	Expiration Date
Arizona	State	AZ0830	11-16-25

The following analytes are included in this report, but the laboratory is not certified by the governing authority. This list may include analytes for which the agency does not offer certification.

Analysis Method	Prep Method	Matrix	Analyte
8270D	3510C	Solid	Cresols, Total
8270D	3510C	Solid	Pyridine

Method Summary

Client: Fresh Terra Services
Project/Site: WWTP EAST

Job ID: 550-236901-1

Method	Method Description	Protocol	Laboratory
8260B	Volatile Organic Compounds (GC/MS)	SW846	EET PHX
8270D	Semivolatile Organic Compounds (GC/MS)	SW846	EET CAL 4
8081B	Organochlorine Pesticides (GC)	SW846	EET CAL 4
8151A	Herbicides (GC)	SW846	EET CAL 4
9056A	Anions, Ion Chromatography	SW846	EET PHX
6010C	Metals (ICP)	SW846	EET PHX
7470A	Mercury (CVAA)	SW846	EET PHX
351.2	Nitrogen, Total Kjeldahl	EPA	EET PHX
Total Nitrogen	Nitrogen, Total	EPA	EET PHX
Subcontract	Ammonia Solid	None	Legend AZ
1311	TCLP Extraction	SW846	EET CAL 4
1311	TCLP Extraction	SW846	EET PHX
3010A	Preparation, Total Metals	SW846	EET PHX
351.2	Nitrogen, Total Kjeldahl	EPA	EET PHX
3510C	Liquid-Liquid Extraction (Separatory Funnel)	SW846	EET CAL 4
5030B	Purge and Trap	SW846	EET PHX
7470A	Preparation, Mercury	SW846	EET PHX
8151A	Extraction (Herbicides)	SW846	EET CAL 4
DI Leach	Deionized Water Leaching Procedure	ASTM	EET PHX

Protocol References:

ASTM = ASTM International

EPA = US Environmental Protection Agency

None = None

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

Laboratory References:

EET CAL 4 = Eurofins Calscience Tustin, 2841 Dow Avenue, Tustin, CA 92780, TEL (714)895-5494

EET PHX = Eurofins Phoenix, 4625 East Cotton Center Boulevard, Suite #189, Phoenix, AZ 85040, TEL (602)437-3340

Legend AZ = Legend Technical Services Inc., 17631 N. 25th Ave., Phoenix, AZ 85023

17631 North 25th Avenue • Phoenix, AZ 85023
P (602) 324-6100 • F (602) 324-6101
www.legend-group.com

24 October 2025

CJ McDonald
Eurofins Environmental Testing Southwest
4625 E. Cotton Center Blvd. Building #3 Suite #189
Phoenix, AZ 85040

RE: Test America

Laboratory Work Order No.: 25J3273

Legend Technical Services of Arizona, Inc. is pleased to provide the enclosed analytical results for the aforementioned project. These results relate only to the items tested. This cover letter and the accompanying pages represent the full report for these analyses and should only be reproduced in full. Samples for this project were received by the laboratory on 10/22/25 10:00.

The samples were processed in accordance with the Chain of Custody document and the results presented relate only to the samples tested. The Chain of Custody is considered part of this report.

All samples will be retained by LEGEND for 30 days from the date of this report and then discarded unless other arrangements are made. Due to hold-time and method sample volume requirements, microbiological samples are not retained unless other arrangements are made.

This entire report was reviewed and approved for release by the undersigned. If you have any questions concerning this report, please feel free to contact me.

Sincerely,
LEGEND TECHNICAL SERVICES OF ARIZONA, INC.

Mariana Nicolaides
Client Services Representative

This laboratory report is confidential and is intended for the sole use of LEGEND and it's client.

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Type	Date Sampled	Date Received
BIOSOLIDS (550-236901-1)	25J3273-01	Solid	Grab	10/07/25 08:10	10/22/25 10:00

Sample Condition Upon Receipt:

Temperature: 0.30 C

All samples were received in acceptable condition unless noted otherwise in the case narrative.

Case Narrative:

Holding Times: All holding times were met unless otherwise qualified.

QA/QC Criteria: All analyses met method requirements unless otherwise qualified.

Certifications: AZ(PHX)0004, AZ(TUC)OOO4, AIHA#102982, CDC ELITE Member.

Accreditation is applicable only to the test methods specified on each scope of accreditation held by LEGEND.

Comments: There were no problems encountered during the processing of the samples, unless otherwise noted. All samples were analyzed on a "wet" basis unless designated as "dry weight".

Draft report emailed 10/23/25 MP

BIOSOLIDS (550-236901-1) (25J3273-01) Solid (Grab) Sampled: 10/07/25 08:10 Received: 10/22/25 10:00

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Analyst	Method	Notes
Legend Technical Services of Arizona, Inc.										
Inorganic Chemistry										
Ammonia as N	**764**	100	mg/kg	1	B5J0934	10/23/25 08:55	10/23/25 10:14	JF	EPA 350.1	

Inorganic Chemistry - Quality Control

Legend Technical Services of Arizona, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch B5J0934 - NO PREP										
Blank (B5J0934-BLK1)				*Prepared & Analyzed: 10/23/25*						
Ammonia as N	<1.00	1.00	mg/kg							
LCS (B5J0934-BS1)				*Prepared & Analyzed: 10/23/25*						
Ammonia as N	9.86	1.00	mg/kg	10.0		99	85-115			
LCS Dup (B5J0934-BSD1)				*Prepared & Analyzed: 10/23/25*						
Ammonia as N	9.89	1.00	mg/kg	10.0		99	85-115	0.3	20	
Matrix Spike (B5J0934-MS1)		**Source: 25J3273-01**		*Prepared & Analyzed: 10/23/25*						
Ammonia as N	1640	100	mg/kg	1000	764	88	80-120			
Matrix Spike Dup (B5J0934-MSD1)		**Source: 25J3273-01**		*Prepared & Analyzed: 10/23/25*						
Ammonia as N	1670	100	mg/kg	1000	764	91	80-120	2	20	

Notes and Definitions

BLK	Method Blank
LCS/Dup	Laboratory Control Sample/Laboratory Fortified Blank/Duplicate
MS/Dup	Matrix Spike/Duplicate
Dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference
ND	Non-Detect

East Cotton Center Boulevard Suite #189
Phoenix, AZ 85040
Phone: 602-437-3340

25J3273

PM: Mariana Nicolaides

stody Record

eurofins | Environment Testing

Client Information (Sub Contract Lab)

Client Contact: Shipping/Receiving
Company: Legend Technical Services of Arizona Inc
Address: 17631 N. 25th Ave.,
City: Phoenix
State, Zip: AZ, 85023
Phone: N/A
Email: N/A
Project Name: WWTP EAST
Site: N/A

Due Date Requested: 10/29/2025
TAT Requested (days): N/A
PO #: N/A
WO #: N/A
Project #: 55012978
SSOW#: N/A

Lab PM: McDonald, Cj
E-Mail: Cj.Mcdonald@et.eurofinsus.com
Carrier Tracking No(s): N/A
State of Origin: Arizona
Accreditations Required (See note): State - Arizona

COC No: 550-44215.1
Page: Page 1 of 1
Job #: 550-236901-1
Preservation Codes: -

Analysis Requested

Sample Identification - Client ID (Lab ID)	Sample Date	Sample Time	Sample Type (C=Comp, G=grab)	Matrix (W=water, S=solid, O=waste/oil, BT=Tissue, A=Air)	Field Filtered Sample (Yes or No)	Perform MS/MSD (Yes or No)	SUB - Subcontract - Ammonia Solid	Total Number of containers	Special Instructions/Note:
			Preservation Code:						
BIOSOLIDS (550-236901-1)	10/7/25	08:10 Arizona	G	Solid			X	1	01

RUSH
10/23/25

Other: N/A

EETA PHX

Note: Since laboratory accreditations are subject to change, Eurofins Environment Testing Southwest, LLC places the ownership of method, analyte & accreditation compliance upon our subcontract laboratories. This sample shipment is forwarded under chain-of-custody. If the laboratory does not currently maintain accreditation in the State of Origin listed above for analysis/tests/matrix being analyzed, the samples must be shipped back to the Eurofins Environment Testing Southwest, LLC laboratory or other instructions will be provided. Any changes to accreditation status should be brought to Eurofins Environment Testing Southwest, LLC attention immediately. If all requested accreditations are current to date, return the signed Chain of Custody attesting to said compliance to Eurofins Environment Testing Southwest, LLC.

Possible Hazard Identification
Unconfirmed

Deliverable Requested: I, II, III, IV, Other (specify) Primary Deliverable Rank: 2

Sample Disposal (A fee may be assessed if samples are retained longer than 1 month)
☐ Return To Client ☐ Disposal By Lab ☐ Archive For _____ Months

Special Instructions/QC Requirements:

Empty Kit Relinquished by: Date: Time:

Relinquished by: Marc St EETA PHX Date/Time: 10/22/25 7:10 Company

Relinquished by: Date/Time: Company

Relinquished by: Date/Time: Company

Custody Seals Intact: Δ Yes Δ No Custody Seal No.:

Received by: Method of Shipment:

Received by: Date/Time: 10-22-25 0710 Company Legend

Received by: Date/Time: Company

Received by: Date/Time: Company

Cooler Temperature(s) °C and Other Remarks: 0.3 C

RUSH NOTICE

W.O. 25J3273

PM: Mariana Nicolaides

*** Only verbal or preliminary results can be guarar

*****If sample(s) does not come in on day indicated by client, RUSH ma

Company: Test America Phone: _____

Contact: _____

Prelim Due Date: _____ Final Due Date: _____

Analysis:

Ammonia Solid

Number of Samples: 1 set Date Samples Expected*****: 10/22

Matrix: Solid Expiration Date: _____

Supervisor Approval

Inorganics:	_____	Specifics:	NH3
Metals:	_____	Specifics:	_____
Micro:	_____	Specifics:	_____
SOC:	_____	Specifics:	_____
VOC:	_____	Specifics:	_____
Sub1:	_____	Specifics:	_____
Sub2:	_____	Specifics:	_____

Comments: Due 10/23

COST: NO CHARGE Project Manager: Mariana

RUSH Initiator: Mariana

FORM CS-012 (02/15)

236901

FRESH TERRA

Produce Safety, Better Planet

1929 S Arizona Ave, Suite 7 - Yuma, AZ 85364
Telephone (928) 257-3601- Facsimile (928) 328-1754

CHAIN OF CUSTODY FORM

System Name: WWTP EAST
System ID: APP; P105748 PLACE ID :113797
Owner/Contact Person Name: EULOGIO VERA
Owner/Contact Person Phone: (928) 941 6505
Owner/Contact Person Fax: (928) 341 8599
Owner/Contact Person E-mail: evera@CITYOFSANLUIS.ORG

Customer: CITY OF SAN LUIS
Address: P.O. BOX 3750
City, State, Zip: SAN LUIS ,ARIZONA 85349
Sampler Name (Print): Jose Toro
Sampler Name (Signature):

Temperature °C
Total # of Containers:
Requires State Form: ☐ Yes
Non-Compliance samples: ☐ Yes

Analysis Required

Sample Description	Sample Matrix	Sampling Date	Sampling Time	Lab. No.	TOTAL COLIFORM (P/A)	FECAL COLIFORM (MF)	VOCIS				Comments
BIOSOLIDS	WW	10/7/25	8:10 am				+				PO#2026-1160
	WW										
	WW										Find attached all analysis
	WW										required.
	WW										
	WW										
	WW										
	WW										
	WW										
	WW										
	WW										
	WW										
	WW										
	WW										

550-236901 COC

Relinquished By:	Date/Time:	Received By:	Date/Time
[signature]	10/7/25 8:50am	[signature]	10/07/25 8:50am
[signature]	10/07/25 0930	[signature]	10/7/25 0930
[signature]	10/7/25 1600	ALJ EETA PHX	10/8/25 0955

TH24413-2 Clicz/FE

Page Of

Method: 8260B - Volatile Organic Compounds (GC/MS) - TCLP

Analyte
Chloroform
1,1-Dichloroethene
1,2-Dichloroethane
1,4-Dichlorobenzene
2-Butanone (MEK)
Benzene
Chlorobenzene
Tetrachloroethene
Trichloroethene
Vinyl chloride
Carbon tetrachloride

Surrogate
Dibromofluoromethane (Surr)
Toluene-d8 (Surr)
4-Bromofluorobenzene (Surr)

Method: 8270C - Semivolatile Organic Compounds (GC/MS) - TCLP - DL

Analyte
2-Methylphenol
3 & 4 Methylphenol
2,4-Dinitrotoluene
Hexachloroethane
Hexachlorobenzene
Hexachlorobutadiene
Nitrobenzene
Pentachlorophenol
Pyridine
2,4,5-Trichlorophenol
2,4,6-Trichlorophenol
1,4-Dichlorobenzene

Surrogate		
2-Fluorophenol (Surr)		
Nitrobenzene-d5 (Surr)		
2-Fluorobiphenyl (Surr)		
2,4,6-Tribromophenol (Surr)		
p-Terphenyl-d14 (Surr)		
Phenol-d5 (Surr)		

Method: 8081B - Organochlorine Pesticides (GC) - TCLP

Analyte	Result	Qualifier
Toxaphene	ND	
Methoxychlor		
Heptachlor epoxide		
Heptachlor		
gamma-BHC (Lindane)		
Endrin		
Chlordane (technical)		

Method: 8151A - Herbicides (GC) - TCLP

Analyte
Silvex (2,4,5-TP)
2,4-D

Surrogate
Dichloroacetic acid (Surr)

Method: 9056A - Anions, Ion Chromatography

Analyte
Nitrate as N
Nitrite as N

Method: 6010C - Metals (ICP) - TCLP

Analyte
Arsenic
Barium
Cadmium
Chromium
Lead
Selenium
Silver

Method: 7470A - Mercury (CVAA) - T

Analyte
Mercury

General Chemistry - Soluble

Analyte
Nitrogen, Kjeldahl
Ammonia
Analyte
Nitrogen, Total

Surrogate
DCB Decachlorobiphenyl (Surr)
Tetrachloro-m-xylene

550-236901 Waybill

Eurofins Phoenix
4625 East Cotton Center Boulevard Suite #189
Phoenix, AZ 85040
Phone: 602-437-3340

Chain of Custody Record

eurofins | Loc: 550

236901

Client Information (Sub Contract Lab)	Sampler: N/A	Lab PM: McDonald, Cj	Carrier Tracking No(s): N/A	COC No: 550-44084.1
Client Contact: Shipping/Receiving	Phone: N/A	E-Mail: Cj.Mcdonald@et.eurofinsus.com	State of Origin: Arizona	Page: Page 1 of 1
Company: Eurofins Environment Testing Southwest,		Accreditations Required (See note): State - Arizona		Job #: 550-236901-1
Address: 2841 Dow Avenue, Suite 100, ,	Due Date Requested: 10/21/2025			Preservation Codes: -
City: Tustin	TAT Requested (days): N/A			
State, Zip: CA, 92780				
Phone: 714-895-5494(Tel)	PO #: N/A			
Email: N/A	WO #: N/A			
Project Name: WWTP EAST	Project #: 55012978			
Site: N/A	SSOW#: N/A			Other: N/A

Sample Identification - Client ID (Lab ID)	Sample Date	Sample Time	Sample Type (C=Comp, G=grab)	Matrix (W=water, S=solid, O=waste/oil, BT=Tissue, A=Air)	Field Filtered Sample (Yes or No)	Perform MS/MSD (Yes or No)	8270D/1311_TRCRA TCLP Semivolatiles	8081B/1311_TRCRA TCLP Organochlorine Pesticides List	8151A/1311_TRCRA Herbicides List	Total Number of containers	Special Instructions/Note:
			Preservation Code:								
BIOSOLIDS (550-236901-1)	10/7/25	08:10 Arizona	G	Solid			X	X	X	1	

Analysis Requested

550-236901 Chain of Custody

Note: Since laboratory accreditations are subject to change, Eurofins Environment Testing Southwest, LLC places the ownership of method, analyte & accreditation compliance upon our subcontract laboratories. This sample shipment is forwarded under chain-of-custody. If the laboratory does not currently maintain accreditation in the State of Origin listed above for analysis/tests/matrix being analyzed, the samples must be shipped back to the Eurofins Environment Testing Southwest, LLC laboratory or other instructions will be provided. Any changes to accreditation status should be brought to Eurofins Environment Testing Southwest, LLC attention immediately. If all requested accreditations are current to date, return the signed Chain of Custody attesting to said compliance to Eurofins Environment Testing Southwest, LLC.

Possible Hazard Identification	Sample Disposal (A fee may be assessed if samples are retained longer than 1 month)
Unconfirmed	☐ Return To Client ☐ Disposal By Lab ☐ Archive For _____ Months
Deliverable Requested: I, II, III, IV, Other (specify) Primary Deliverable Rank: 2	Special Instructions/QC Requirements:

Empty Kit Relinquished by:	Date:	Time:	Method of Shipment:

Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company
ALS	10/8/25 1600	EETA-PHX	FEDEX		
Relinquished by: FedEx	Date/Time:	Company	Received by:	Date/Time: 10/9/25 0910	Company
Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company

Custody Seals Intact: Δ Yes Δ No	Custody Seal No.:	Cooler Temperature(s) °C and Other Remarks: 1-3/1.8 1K-3

Login Sample Receipt Checklist

Client: Fresh Terra Services

Job Number: 550-236901-1

Login Number: 236901

List Source: Eurofins Phoenix

List Number: 1

Creator: Storrer, Aurora L

Question	Answer	Comment
Radioactivity wasn't checked or is </= background as measured by a survey meter.	True	
The cooler's custody seal, if present, is intact.	True	
Sample custody seals, if present, are intact.	True	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <6mm (1/4").	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Residual Chlorine Checked.	False	Check done at department level as required.

Login Sample Receipt Checklist

Client: Fresh Terra Services

Job Number: 550-236901-1

Login Number: 236901
List Number: 2
Creator: Khana, Piyush

List Source: Eurofins Calscience
List Creation: 10/09/25 05:30 PM

Question	Answer	Comment
Radioactivity wasn't checked or is </= background as measured by a survey meter.	N/A	
The cooler's custody seal, if present, is intact.	True	Seal present with no number.
Sample custody seals, if present, are intact.	N/A	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	1.8
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	N/A	Received project as a subcontract.
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <6mm (1/4").	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Residual Chlorine Checked.	N/A	

AGREEMENT TO PROVIDE SERVICE PURSUANT TO A COOPERATIVE PURCHASING CONTRACT

This Agreement is made and entered into by and between the City of San Luis, an Arizona municipal corporation, hereinafter designated as the "City" and Toter, LLC, a North Carolina limited liability company, hereinafter designated as the "Contractor". City and Contractor may hereinafter be referred to individual as a "Party" or collectively as the "Parties."

Recitals

A. Contractor has contracted with Sourcewell pursuant to Master Agreement #120324-TOT (the "Cooperative Purchasing Contract"), attached hereto as **Exhibit "A"** and incorporated herein; and; and

B. Pursuant to A.R.S. § 41-2631 et seq. and City Code § 3.05.909, the City has authority to utilize cooperative purchasing contracts and engage Contractors under the terms thereof.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Cooperative Purchasing Contract and this Agreement, and (ii) establishing the terms and conditions by which the Contractor may provide the City with the services, materials and/or equipment as more particularly set forth below (the "Services").

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

1. Scope of Work. Contractor shall provide the Services as detailed and described in the Toter Quote # WQ-10385042– City of San Luis, attached hereto as **Exhibit B**, which is incorporated herein by reference. As used in this Contract, all references in the Cooperative Purchasing Contract to Sourcewell shall mean the City.

2. Completion of Work. The Contractor shall provide the Services as provided for in the Quote.

3. Payment. The Contract Price is $48,810.62. Payment to the Contractor for the Services provided, shall be made in accordance with the price list and terms set forth in the Quote and Cooperative Purchasing Contract.

4. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement.

5. **Conflict of Interest.** The Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

6. **Agreement Subject to Appropriation.** The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

7. **Boycott of Israel.** To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

8. **Forced Labor Of Ethnic Uyghurs Prohibited.** Pursuant to A.R.S. § 35-394, by entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

9. **Conflicting Terms.** In the event of any inconsistency, conflict or ambiguity between this Agreement and the Cooperative Purchasing Contract, this Agreement shall govern.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same

instrument, and each of said counterparts shall be deemed original hereof.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of August, 2026.

CITY OF SAN LUIS:

By: _____
Nieves Riedel, Mayor

CONTRACTOR:

By: _____
(*Signature)*

_____
(*Printed Name & Title)*

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Joseph D. Estes, City Attorney

EXHIBIT A
CONTRACT OF COOPERATIVE PURCHASING ENTITY

Attached:

- Sourcewell Contract No. 120324-TOTER

Docusign Envelope ID: B50ADA26-04C6-427F-8F08-6A9936656373

MASTER AGREEMENT #120324
CATEGORY: Plastic Refuse and Recycling Containers with Related Technology Solutions
SUPPLIER: Toter, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Toter, LLC, 841 Meacham Road, Statesville, NC 28677 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 4, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #120324 to Participating Entities. In Scope solutions include:

   a) Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition;
   b) Lift and tipping solutions for stationary carts and dumpsters;
   c) Maintenance, repair, and similar services of containers; and,
   d) Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in subsections a.-c., above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that only Included Solutions of its manufacture, sold by the Supplier, or by a Supplier authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit undisputed payment, delinquent undisputed payments, underpayments of undisputed amounts, or other mater deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement to the extent the included solutions have been used according to their specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort

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Liability Act (Minnesota Statutes Chapter 466) and other applicable law. IN NO EVENT WILL SUPPLIER BE LIABLE FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEBLE AND WHETHER OR NOT THE INDEMNITEE WAS ADVISED OF THE POSSIBILITY OF SUCY DAMAGES.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

    a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
        - $1,500,000 each occurrence Bodily Injury and Property Damage
        - $1,500,000 Personal and Advertising Injury
        - $2,000,000 aggregate for products liability-completed operations
        - $2,000,000 general aggregate

    b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

    c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

    d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses

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paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the recipient will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the breaching party under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

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4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as mutually determined by Participating Entity and the Supplier. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Toter, LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Laura P. Hubbard 834FF567BB0940B...
By: _____	By: _____
Jeremy Schwartz	Laura P. Hubbard
Title: Chief Procurement Officer	Title: Director of Municipal Sales
Date: 4/2/2025 | 9:26 PM CDT	Date: 4/2/2025 | 3:37 PM EDT

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RFP 120324 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name:	Toter, LLC
Address:	841 Meacham Road Statesville, North Carolina 28677
Contact:	Kellie Clark
Email:	toterbids@toter.com
Phone:	800-424-0422 09584
Fax:	833-930-1124
HST#:	56-1362422

Submission Details

Created On:	Tuesday October 15, 2024 11:11:45
Submitted On:	Tuesday December 03, 2024 13:29:43
Submitted By:	Kellie Clark
Email:	toterbids@toter.com
Transaction #:	ac5940a6-901d-4e8e-a940-9e27a640d579
Submitter's IP Address:	4.37.174.194

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Toter, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes.	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Toter, LLC's affiliates are its Wastequip sister companies, ContainerPros, and wasteware; however, Toter, LLC is the Responsible Supplier to execute this master agreement with Sourcewell.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: SJFNRBPETCZ6 CAGE Code: 0Z9Y1	*
5	Provide your NAICS code applicable to Solutions proposed.	325211 Plastics Material and Resin Manufacturing, 326199 Plastic Trash Cans / All Other Plastics Product Manufacturing, 495306 Waste Containers, 495307 Sanitation Services, 495310 Refuse Systems, 495311 Recycling Equipment & Systems, 562111 Transfer Station Compactors / Solid Waste Collection	
6	Proposer Physical Address:	841 Meacham Rd. Statesville, NC 28677	*
7	Proposer website address (or addresses):	www.toter.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Laura P. Hubbard, Director of Municipal Sales 841 Meacham Road, Statesville, North Carolina 28677, lhubbard@wastequip.com, 704-682-3398	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Laura P. Hubbard, Director of Municipal Sales 841 Meacham Road, Statesville, North Carolina 28677, lhubbard@wastequip.com, 704-682-3398	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kellie K. Clark, Sr. Manager of Bids and Contracts, 841 Meacham Road, Statesville, North Carolina 28677, kclark@toter.com, 980-987-7602 Ext. 9584	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Toter has been in continuous operation since 1962, originally as a subsidiary of Rubbermaid Incorporated. Our headquarters is in North Carolina. The company was organized as a private corporation in 1983 as Applied Products, Inc., and changed the name to Toter Incorporated in 1988. In 2007, Toter was acquired by Wastequip and became its largest acquisition at the time. Wastequip is the leading North American manufacturer of waste handling and recycling equipment focused on manufacturing expertise and product innovation. Toter and other Wastequip divisions position our parent company to offer a full line of products, systems and solutions to collect and transport just about any type of waste and recyclables, and Toter products have been included in a past Wastequip Sourcewell contract. Wastequip is known as the All-In-One waste equipment company, with the Toter division's containers known as Built for Extremes®. From the very first container produced by our company, Toter has first studies the needs of Participating Entities. Each requires reliable products and services for Best Value. Replacing items and incurring additional services and costs is not best use of funding, people, raw materials, and other resources, and neither is bidding repeatedly. Toter seeks to be the first and best solution in every situation, earning the All-In-One catch phrase by delivering right when you need it. Toter introduced an automated cart system for curbside garbage collection in the 1960s, earning us our well-deserved reputation as the go-to cart brand for the collection of waste, recycling, and organics. We focus on developing products that combine practical convenience, extreme durability and long-term value through proven industry leading performance and warranty. Today we serve waste haulers and municipalities as well as commercial, industrial and institutional customers through regional manufacturing/distribution facilities located in Statesville, NC (headquarters); Acuna, Mexico; and Del Rio, TX. It is important to note that we are dedicated to the waste industry, not manufacturing for any other industry. Our company's core values include: - We always act with safety, honesty and integrity. - We serve customers to total satisfaction by delivering value oriented, market leading products and services. - We act quickly but thoughtfully. - We identify and improve the things that matter most. - We provide challenging opportunities with clear expectations. - We embrace change. - We make commitments and keep them, earn trust and create respect.
12	What are your company's expectations in the event of an award?	Toter anticipates a quick transition from our current contract to a new and improved contract. Our sales force, dealers and distributors are ready to sell and provide solutions seamlessly to our customers' needs. We already have the familiarity, tools and staffing in place to continuously promote the Sourcewell contract in the marketplace among existing and potential customers, and to showcase our products and services as total solutions using this contract. Toter would continue and increase promotion in this way throughout the contract term. Toter will involve and improve our dealer and distributor networks' understanding of how Sourcewell satisfies the bidding/proposal processes of customers and allows the customer to obtain product they want and deserve, which also gains for Toter a competitive advantage. We intend to continue revenue growth by continuing to gain market share.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	The attached Organizational Chart shows Toter, LLC's relationship to Wastequip, LLC and ultimately to Patriot Container Corp. Patriot Container Corp. is the level of ownership where we produce our financial statements and report earnings, and we therefore have attached a copy of our most recent unaudited financials. As a privately held company, our financial statements are proprietary trade secrets and we take great lengths to protect the confidentiality of this information by restricting disclosure of this information to those that have a need to know for a specific purpose (typically through non-disclosure agreements). Toter, LLC is providing these financial statements as required by the RFP terms and trusts that Sourcewell will not post this information for public viewing and provide Toter with notice if a FOIA request is made for information that would include these financial statements.
14	What is your US market share for the Solutions that you are proposing?	While Toter's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Based on our internal estimates, we determined that Toter Residential consistently enjoys a top 3 position in the US market. Toter ProProducts maintains a top 5 position in the US market.
15	What is your Canadian market share for the Solutions that you are proposing?	While Toter's exact market share information Is company confidential and critical to our strategy for success, we can share more about our market position. Even though the Canadian market is not tracked as thoroughly as the US market, we believe Toter Residential also holds a top 3 position in the Canadian market. We would like to continue to grow our Canadian market share by continuing to try and convince Canadian municipalities to utilize our contract with the help of groups like RMA.

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Toter, LLC Is a manufacturer and service provider, with a network of distributors and dealers and best fall within item "b". The majority of Toter Residential sales are made directly in North America by augmenting our Sales footprint from 2021's 10 Regional Sales Managers (RSM) to 26 RSMs currently, plus from 2 to 4 Division Sales Directors, 1 Municipal Sales Director and 1 Vice President of Sales. We also rely on well established dealers in certain states who aid in developing new business and provide additional support services to Toter across the US and Canada. Our RSMs, dealer network and service providers are fully supported by a team of Customer Satisfaction Specialists, Call Specialists at the Wastequip Call Center, as well as a dedicated Bid/Contracts staff and a specific Quality/Warranty Team. All dealers and service providers are independent third-party contractors and employ their own teams consisting of sales, service and warranty staff. Toter Pro Products are represented by third party sales agents and dealers.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Toter has applicable licenses to operate in the State of North Carolina, the state of our headquarters. We obtain licenses in municipalities and localities in which we are required by contracts to register and obtain licenses as required. We operate facilities that are OSHA compliant, our roll carts for residential use meet or exceed the American National Standards Institute (ANSI) Standards to ensure consistent quality and safety: ANSI 2245.30-2008 - Waste Containers - Safety Requirements and 2245.60- 2008 Waste Containers - Compatibility Dimensions. Our roll carts have been independently certified with Wind Tunnel Testing of empty Toter carts by nationally recognized schools of aeronautical engineering and well as the interagency Grizzly Bear Committee (IGBC) approval of Toter Bear Carts. We concentrate on certifications and licenses that are meaningful and advantageous to Participating Agencies (certifying safety, durability, reliability, functionality, and the like).	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	As the parent company of Toter, Wastequip and Toter have received several recognitions: - In 2021, Toter was nominated for the "Coolest Thing Made in NC" by the NC Chamber, celebrates North Carolina's most economically vital and enduring industries, and allows the public to nominate and vote for favorite products manufactured in North Carolina. - Each year (and many years running), Toter is consistently named named by Plastics News as the top ranked rotational molder plastic containers in North America, and also among the top 1-3 rotational molders in North America overall. - In 2023, our sister division, Wastebuilt, received an international GOLD dotCOMM award for its transformative digital presence in partnership with Americaneagle.com and OroCommerce. This award honors excellence in web creativity and digital communication, and also recognizes the time and effort Wastebuilt invested to build a scalable, dynamic, and integrated solution to fix problems for our customers, for Wastebuilt, and all concerned in Wastequip's eCommerce/dotCOM endeavors. Wastebuilt is the waste industry's online source for waste equipment supplies and replacement parts for refuse trucks, roll-off hoists, compactors, containers and more, - in 2024, the National Waste & Recycling Association's Women's Council awarded Blue Ribbon to Toter's exhibit highlighting the detailed history and growth of the Waste & Recycling Industry. Inspiration for the exhibit was Laura Hubbard's, Toter's Director of Municipal Sales, and then constructed by Todd Wright, Engineering Manager, in conjunction with Appalachian Machine, a long-time Toter supplier of Cart Lifters and parts. Executive Team Awards: - Waste 360 awarded Toter's Brittany Taylor, Regional Sales Manager, to the 2023 class of “40 under 40” awards. Chance Hennig, Regional Sales Manager was also named to the 2021 Class. The program recognizes inspiring and innovative professionals under the age of 40 whose work in waste, recycling and organics has made a significant contribution to the waste and recycling industry.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Toter's sales to the governmental sector from 2021-2024 were approximately 35%.	*
22	What percentage of your sales are to the education sector in the past three years?	While Toter has sales to education customers, Toter does not track the education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Our annual sales volumes on the aggregate for state and national cooperative purchasing contracts has grown with our continuous commitment, outreach, and diligence to provide new and consistent solutions for member agencies through our cooperative contracts over the past three years: - 2021 over 2020 - increase of over 4% - 2022 over 2021 - increase of over 16% - 2023 over 2022 - increase of nearly 29% - 2024 is estimated to surpass 2023 in sales off this contract! (Restrictions under the respective cooperative purchasing agreements prevent our ability to specifically identify annual sales volumes for each such contract.)	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Prince George's County, Maryland	Timothy Richards	301-780-6312	*
City of Memphis, Tennessee	Phillip Davis	901-636-3400	*
City of Fort Worth, Texas	Christian Harper	817-713-1703	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	In 2023, Toter expanded the sales team from 10 to 23 Regional Sales Managers, all based in key locations throughout the country, who will be responsible for field support of all Sourcewell members. These industry experts perform all actions necessary to produce a superior level of sales, including, but not limited to: making sales calls necessary to cover territory, assisting with test programs, assist with municipal contract issues, unique product applications, and all other field service issues. They may also be responsible for reporting contract updates to Participating Agencies, as well as forecasting large projects, coordinating non-core program items, and general contract facilitation. Toter also has in place 4 Regional Sales Directors over the above Managers with support from the Director of Municipal Sales and the Bid/Contract team. Toter's executive level ensure that long term strategic partner issues such as ongoing cost reductions and new product innovations are pursued aggressively. Toter also has an Inside Sales Team supporting the above, to provide quoting and assistance as needed. There are 7 Inside Sales staff, led by 1 manager position. This team extends all of Wastequip's Sales Teams, including Toter sales, to provide centrally located support for across North America and beyond. Toter will continue to use our best resources of time, experience and personnel to successfully support and grow this contract. We provide ongoing training to carry out the requirements of the contract and require all new sales reps attend a Sourcewell University or similar event in their territory.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Toter's Residential Division has well established dealers in certain states who aid in developing new business and provide additional support services to Toter across the US and Canada. Toter's Pro Products Division has a network of approximately 5 independent dealers and approximately 100 national distributors. Our dealer network and service providers are fully supported by our sales, service, and warranty teams.	*
28	Service force.	As affiliates under this contract, Toter utilizes our Wastequip sister company, called ContainerPros, that provides services relative to our customers throughout the United States. ContainerPros employs a number of individuals at multiple levels to manage and operate the services requested. These individuals range from Directors, Project Managers, Project Coordinators, Project Supervisors, Leads, Sales, etc. ContainerPros also utilizes multiple third-party vendors to assist in projects across the US and Canada. There is no project too Large or too Small! Likewise, we utilize our Wastequip sister division, called wasteware, to supply technology (RFID primarily) and related products and services. Services may include trainings with hands on walk-throughs (sandboxes and Member's purchased products), and other service support is available. We seek to assist Participating Members to get the most from all purchases off this contract, and across Wastequip, as what we consider "The Right Thing To Do", since every dollar in a purchase must count and support is key for purchasers' needs.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our general outline for order processing is: 1. Toter prepares proposal documents based on product selection by Sourcewell Member 2. Sourcewell Awarded Contract logo quote is provided to the Sourcewell member utilizing our SalesForce.com CRM (Customer Relationship Management) system 3. Upon quote acceptance, the Sourcewell Member issues a Written Purchase Order to Toter. 4. Order is entered electronically into the Toter D365/CRM order entry system. 5. Order details are confirmed in writing by the customer with an Order Confirmation and Markings Approvals Forms. 6. Once signed order acknowledgement is received, order is released for production planning for a production timeframe. 7.Order is produced to required specifications. 8.Toter logistics team/driver(s) contacts Sourcewell Member to schedule delivery 9.Order is delivered to Sourcewell Member 10. Sourcewell Member is invoiced 11. Report of Sales is generated out of the Toter CRM for specific reporting periods as needed. 12. Sales from the CRM are reported to Sourcewell, and administrative fee is paid per the percentage to be determined by time of Sourcewell Award/Contract (per contract established schedule).	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Toter's Customer Service team strives to be the best in the business by consistently and proactively tending to the needs of our customers. We have significant experience in servicing both large and small municipal and privately-owned accounts, big box retailers such as The Home Depot, Lowes, Walmart, TrueValue, and additional retailers. Because of the extensive customer base and their expectations, we provide rigorous, just-in-time delivery performance and responsive customer service. We continue to believe that our commitment to overall customer satisfaction is how we keep our customers happy. We expect that all customers will have a great experience with our products and us. As such we continue to hold to our adopted customer service credo: COMMITMENT - We will treat all customers with respect (regardless of size) - We will follow up with you upon receipt of your order to ensure satisfaction - We will resolve any issues quickly SUPPORT - We will provide a dedicated Customer Service Satisfaction (CSS) specialist for each participating member (plus each CSS backs others' territories to ensure seamless service) - We will respond quickly on quotes (same-day response in most cases) - We will provide an order confirmation (within 24-48 hours) - We will call you with shipping & delivery information and provide early notification should there be any issues with your order. Each Member will be assigned a dedicated Customer Satisfaction Specialist (CSS). All CSSs are cross-trained on this contract and they will be available for backup and high-volume situations. The CSS team is managed by Toter's Customer Service Supervisor, on-site with CSSs at Toter headquarters and available to help in any situation. CSSs handle customer needs prior to, during, and after orders are placed with our company. Routine services include assisting with customer choices, quoting, entering orders, obtaining customer approvals on custom markings and features, constant order tracking with production and traffic departments, handling intricate detail on large and small orders/projects and situations such as drop shipments and timing of shipments, and problem solving when order issues arise and when technical feedback is obtained. The Warranty period begins at the date of original purchase. Toter’s Warranty Manager processes Warranty Claims and issues to provide accurate and expedited service to all customers. We have suppliers we have worked with for many years, and we have developed relationships and set agreements as needed, to maintain a level of commitment from them to supply what is needed and when, for on-time deliveries to Toter that do not hold up orders and processes. We have worked with many of these suppliers for many years. Toter also has backup suppliers established as added insurance we have what is needed at all times.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Toter has enjoyed the privilege of working with Sourcewell since 2015 and are excited about the opportunity to continue our relationship with Sourcewell and their participating entities. We have extensive experience marketing cooperative purchasing agreements with a high degree of success that has resulted in successful sales to over 350 Sourcewell participating agencies. Toter’s executive leadership and sales team are fully invested and all resources are in place for a seamless transition. Our bid/contract team and Regional Sales Managers are very familiar with the contract and ready to promote a new contract to existing and new agencies. If awarded, we would notify existing customers immediately so they can seamlessly transition from purchasing off our current contract to our new contract.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Toter currently provides our complete line of products and services to Canadian entities. We have been fortunate to have our Sourcewell contract adopted by Canoe and have been very pleased with the increase in interest and activity in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None.
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None.
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Toter currently serves all these areas, with all of our products and does not have any specific requirements or restrictions.

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy utilizes both digital and print platforms, including paid and organic posting on social media. This will prioritize outreach through key industry publications like American City & County and Government Product News. We will foster our partnership with Sourcewell across select media channels by publishing press releases and targeted content designed to reach key market segments. This messaging will focus on targeting Public Works, Municipalities, and other sectors where our collaboration adds significant value. Wastequip will predominantly highlight our Sourcewell partnership at the trade shows we attend. To call attention to this relationship, we will display the Sourcewell logo on show materials like banner stands and literature at major regional and national events. The Toter Bids and Contracts Department is a key component in communicating our Sourcewell partnership by incorporating their logo and relevant details into quotes and outreach efforts. This approach will aid in growing Sourcewell's reach into underserved markets and raise awareness in new sectors. We will continue to emphasize the value brought to the industries we serve across our web properties. The plan to feature Sourcewell information will likely include a link back to Sourcewell's website to enhance visibility and drive engagement in this valuable partnership.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Wastequip's multifaceted marketing strategy leverages various channels to maximize visibility by boosting brand awareness and driving customer engagement. We conduct research to identify effective organic and paid search terms that resonate with our target audience and incorporate these insights into the content on our branded websites. We use this information to develop a comprehensive list of keywords for our paid search efforts that enhance our organic program. Through robust tracking methods, we gain a clear understanding of our customers' online behaviors, job titles, and locations. This data enables us to retarget visitors and create lookalike audience segments for expanded ad placements. Additionally, we use UTM parameters and custom redirects to capture personal interactions with our brands. All this data contributes to building detailed audience segments on social platforms. This allows us to accurately target key professionals on LinkedIn, Meta, and other channels for our paid social in addition to other campaigns. Examples include: Facebook Metadata: Audience Demographics: Age, location, interests, gender. Engagement Metrics: Likes, shares, comments, click-through rates, and post reach. Visitor Data: Repeat visitors vs. new visitors, time spent on the page, and bounce rate. LinkedIn Metadata: Audience Details: Job titles, industry, company size, and geographic data. Engagement Insights: Likes, shares, comments, and click-through rates. Campaign Metrics: Conversion rates, impressions, and click-through rates. Wastequip Website Properties Metadata: Visitor Data: Unique visitors, returning visitors, pages per session, session duration. Source/Medium: Identifies traffic sources (organic, paid, referral, campaign). Behavior Metrics: Pages viewed, exit pages, bounce rate, and form submissions. Conversion Data: Tracks product page views, download actions, and completed forms. Banner Ads Metadata: Campaign Data: Impressions, click-through rates, and conversion rates. Lead Source Information: Tracks lead origin through campaigns, banner ads, and keywords. Audience Targeting: Target demographics (age, location, interests). Sales Cycle Tracking: Lead progression in Salesforce from inquiry to sale.	*

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	In promoting agreements from this RFP, Sourcewell provides foundational support by leveraging its established credibility and outreach capabilities. Sourcewell can amplify the agreement's visibility through its network and communication channels. Thus ensuring potential customers are informed of the benefits and streamlined purchasing processes that are available to them. Toter appreciates the level of understanding of our industry and Participating Entity/Customer base, and has had the innate ability to interface with both to assist and promote Sourcewell contracts. Sourcewell has provided data for sales from other Sourcewell Contracts used by Participating Entities to support our position in difficult sales. This assistance will continue to be valuable to Toter. The triangular relationship between Participating Agencies, Sourcewell, and Toter is just the solution needed for all concerned. Toter will take a proactive approach to integrate a Sourcewell-awarded agreement into our sales process. Incorporating this agreement into our sales strategy will educate our Regional Sales Managers on its value and how to effectively communicate the benefits to potential clients. Additionally, we will leverage the Wastequip Marketing team to support this effort through digital media campaigns, targeted email communications, product showcases, and promotional events. By creating specific audience segments in our CRM and using tailored messaging, we'll engage relevant industries and specific job titles with personalized content. This integrated approach allows us to seamlessly promote the Sourcewell agreement, maximizing its impact and driving greater adoption among our customers. Through consistent tracking and feedback, we will be able to adjust our strategy to advantageously meet Sourcewell's objectives and our clients' needs.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the specialized requirements and customizations of Toter products, we do not operate through an e-procurement ordering platform. However, we accept purchase orders by mail, fax, and our dedicated email address (toterpo@wastequip.com). We can generate purchase orders from draft carts that Toter has entered into the Ariba Supplier Solutions and provide invoicing for customers using Ariba. Additionally, we have the capability to enter order updates (such as delivery information) and invoices in select customers' e-procurement systems and inter-municipal platforms. This flexibility enables us to work closely with our customers to meet their needs.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Toter offers plant tours for our customers upon request, and our staff is on hand for trouble-shooting issues with containers or services In the field. We offer assembly instructions upon request, and at the end of each project for containers being serviced. Repairs and simple, and can be explained in 1-2 page instruction sheets, but also can happen in person. After every cart rollout project for municipal Participating Entities, and upon request, in person instruction can occur, usually requiring 30 minutes or less due to the excellent design of the products provided, at no charge to the customer. Toter offers Wastequip's technology solutions. Customers who subscribe for a technology offering will receive a standardized user online training. This user training will be performed by Wastequip's product specialists for technology solutions and addresses the major functionalities of the software and hardware solutions, which are intended to be utilized by the customer. Additional training programs are available with pricing on request. Pricing depends on scope and length of the requested training(s). After the training, standardized user guidelines will be available at no charge. For Toter's Professional Members: Toter Pro national and local sales representatives can provide training and selling support when needed. Plant tours are available for customers upon request, and our staff is on hand for trouble-shooting issues with containers or services. Wastequip's steel containers plant in Eagleville, TN has established a welding and job training program for its starting employees, but offered also the the community. The program offers welding and other certifications to grow local individuals and families when they earn marketable job skills for solid employment. Wastequip hires trained individuals out of this program as well, as a "Win-Win" for all! Wastequip utilizes a library with hundreds of training availabilities for its employees, with free access to professional trainings on topics such as safety, diversity, conflict resolution, software training, and a vast array of topics to choose from. While task assignments are made for review of topics, employees can avail themselves of acclaimed presenters and topics of concern or interest - for a confident, professional, and knowledgeable employee base.	*	

42	Describe any technological advances that your proposed Solutions offer.	Wastequip's steel containers plant in Eagleville, TN has established a welding and job training program for its starting employees, but this program is also offered also the the community. The program offers welding and other certifications to grow local individuals and families when they earn marketable job skills for solid employment. Wastequip hires trained individuals out of this program as well, as a "Win-Win" for all! All technology solutions are based on modern technical and technological infrastructures to ensure a sustainable and future oriented solution landscape. These infrastructures are also laid out to be highly available and data security has been implemented in depth. Compared to other solutions and offerings in the industry, there are no system or server requirements on the member side, as long as a modern browser is used to access the software solutions. All technology solutions are developed to be as user friendly as possible and the implementation process is streamlined to the maximum. We offer these technology solutions to increase revenue and gain market share, reduce costs, provide greater stewardship of staff time/efforts resources, and improve customer experiences overall. Organics collection stresses carts because the density of food waste (6.25 pounds/gallon) is much higher than that of municipal solid waste (garbage) and recyclables (max of 3.5 pounds/gallon). Sourcewell member agencies needing to collect residential and commercial food waste should not face the decision of deploying small, two wheel carts that do not have sufficient load rating for the application. In order to provide member agencies with safe and useful food waste carts, Toter offers a unique line of 21, 32 and 48 gallon automated Organics carts that are load rated and independently certified to regularly receive and dump food waste at the above-mentioned higher density of 6.25 pounds/gallon. In addition, we offer complementary containers to include a 2 Gallon bin for collection of food waste in the resident's kitchen and a 13 gallon manual bin for curbside collection. Toter also offers 2 and 3 Cubic Yard FELs with higher load ratings to handle heavy food waste. Only Toter offers a fully automated lid latch, DuraLatch, that latches automatically when the lid is dropped, opens with one finger, and opens automatically when the cart is dumped by the truck. DuraLatch meets the long requested industry demand for the return to a latching cart but without interfering with fully automated collection. In 2022, Toter developed a 1 Cubic Yard plastic Front Load Container (FL) to complement the already established 2, 3 and 4 Cubic Yard FL containers. This 1 cubic yard container is popular in shared waste collection for multi-housing unit applications. The container will hold around 5-6 standard 33-gallon trash bags, and extends the timeframes for collection events through time. ToterPro rolled out a new tilt truck design with extra-durable roto molded body and slimmer design, for improved maneuverability through commercial doorways, and inset wheels allow the containers to be nested when fully assembled for easier shipping and storage. - Toter participated in our parent company's Internship Program, specially designed to provide students and recent graduates with incredible career-related experiences. While we strive to give these students transferrable skills, networking opportunities and strong professional portfolios, these paid summer internships also benefit our company with fresh ideas from a tech savvy generation! Toter continuously researches and implements newer resins for greater durability and moldability, producing carts that are tougher than ever. We consistently deliver on durability with customers reporting service life much longer than he 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone, and the added advantage of inclusion of recycled content. This is an ongoing commitment for our company and our customers, widening the environmental sustainability footprint for us both, while integrating technology to maintain containers' Life Cycles high. These technology solutions increase revenue and gain market share, reduce costs, provide greater stewardship of staff's time, efforts, and resources, and improve customer experiences overall, and when coupled with the ease of use with Sourcewell, Participating Agencies receive these benefits with a contract that satisfies the bidding process!	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Our company initiated the Wastequip Sustainability Report which codifies a formal sustainability program. In 2019, a small team planted the seeds for our sustainability program, and each year since, the ripple of people at the company addressing sustainability has widened. For the planet, we have control over the products we make and how we make them. Lifecycle assessments have helped us deeply understand how our processes and products impact the environment. Because one of our biggest impacts is in the raw materials we source, we set a goal to reduce the virgin resin we manufacture with at Toter (while maintaining our industry-leading warranty) and launched the EVR-Green cart, which uses 100% recycled content in the cart body. This year, we are also introducing to the market a steel container that is 10% lighter but just as strong. This not only brings a lower environmental impact, but it will also allow our customers to carry heavier loads and consume less fuel. Each year, we take one more step to embed people and planet into our business. Our cross-functional CORE Steering Committee ensures that we select the right priorities, understand unintended consequences, overcome unexpected challenges, and hold each other accountable. Our CapEx and new product development approval processes includes planet considerations. And, in 2023, our business leaders started presenting greenhouse gas emissions in our monthly business reviews for our Containers and Trucks divisions. We base our Planet data on the Greenhouse Gas (GHG) Protocol Corporate Standard, because it is global, quantitatively rigorous, and consistent with how other companies calculate their emissions. Although under the GHG protocol, our organizational boundary includes all three of our divisions (Parts & Service, Containers, and Trucks), we’ve been focused on our Trucks and Containers manufacturing, because they are our largest source of emissions. We include our Scope 1 and 2 emissions in our monthly business reviews for our Containers and Trucks divisions and have improved our data collection, calculation, and visualization processes significantly. Our Scope 1 emissions comprise stationary combustion to heat our plants and operate machinery, fueling onsite vehicles like forklifts, and welding. Our Scope 2 emissions are electricity. We track our absolute emissions, the total emissions produced from our facilities, as well as our intensity emissions, which we calculate by dividing the absolute emissions in a month by the weight of products we made that month. This enables us to compare across facilities and gauge our efficiency from a standardized perspective. In 2023, our absolute emissions and intensity emissions slightly improved, primarily from improvements in the electric grids our plants operate on. Our intensity emissions increased marginally this year, driven by our Containers manufacturing and partially offset by our Truck manufacturing. In 2023, our Scope 1 absolute emissions increased, mostly due to stationary combustion, offset slightly by improvements in our Scope 2 absolute emissions from grid improvements.	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	To understand the complete environmental impact of our products, we work with a consultant on cradle-to-grave life-cycle assessments (LCAs), which scientifically measure the carbon footprint of our products. This includes the raw materials we source, inbound transportation to our facilities, manufacturing our products, distributing our products, the use of our products, and the end of life, and complies with ISO 14044 standards. From both our Toter LCA and our new Steel LCA, the majority of emissions from our products comes from the raw materials we source. We've turned what we learned from spreadsheets and models into the real world with products designed to reduce the raw materials we manufacture with and therefore, the most important part of our containers' carbon footprint. From our Toter LCA, we learned that 60% of a cart's carbon footprint comes from using virgin resin (resin that's brand new), so we set a goal to reduce the amount of virgin resin in our carts by 25% without compromising the warranty. With a common goal, our Engineering and Quality teams designed the first cart body on the market to use all PIR and/or PCR in the cart body. It's available in a black body only, passes the same warranty tests as all of our other Toter products, and has a carbon footprint that's 37% lower than a standard Toter cart with all-virgin resin.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	ONE STOP SHOP Toter is owned by our parent company, Wastequip, the waste industry's one stop shop with 12 industry leading brands. We are the leading manufacturer of waste handling equipment in North America. Our company has a network of expertise and a reputation for service and innovation. The Wastequip portfolio includes quality brands from the production of carts, containers and compactors to refuse trucks, parts and service. With a "can do" approach trust Wastequip to be your "All-in-One" equipment, service, and parts provider. Prince George's County is one of many Participating Agencies that not only prefers Toter Products and Services, but they also have stated a definite preference for the ease of purchasing with our company overall utilizing Sourcewell Contracts for both Steel (Wastequip) and Plastics (Toter), as One-Stop-Shopping! CART SIZES TO MEET CUSTOMER NEEDS Toter's patented EVR® carts (16, 21, 24, 32, 35, 48, 64, and 96 gallons, plus our new Universal series to include 95, 65 and 35 gallon carts, are compatible with semi and fully automated refuse trucks in North America and are the "World's Toughest Carts™." All are manufactured in full conformance with ANSI Standards Z245.30-2008 and Z245.60-2008. Besides roll carts, Toter has a complete line of 1, 2, 3 and 4 cubic yard plastic front load containers. Each container features: steel rod reinforcement, ribbed bottom wear chimes, double-walled lift pockets, integrated bumpers, and more. These features afford customers with enhanced durability, maximum pocket strength, protection for longer life, and maximum space for custom signage. Our stackable design provides better truckload/shipment and storage efficiency and are even stackable/nestable when the container is fully assembled and ready for use! BUILT FOR EXTREMES Toter carts are manufactured through our process known as Advanced Rotational Molding™ that allows us to create carts that are Built for Extremes™ Advanced Rotational Molding eliminates built-in stress, weakness and brittleness associated with injection molded products. In addition, Toter's use of linear medium density polyethylene (MDPE) is specifically engineered for toughness and high-impact resistance. In contrast, injection-molded carts are made with high density polyethylene (HDPE), which is more rigid and brittle. HDPE has poor impact resistance and high notch sensitivity. These properties, combined with high stress molding, make an injection cart more likely to crack and split while in service. It is important to note that it is not necessary to alter or modify the Advanced Rotational Molding process nor materials when producing carts for extremely cold or extremely hot climates. . Again, our process and superior materials together produce a cart that is resilient and best in a combination of extreme temperatures (-40˚C to 120˚C), especially in cold climates, even with rigorous treatment in automated collection systems. This is a fact of polymer science, not sales literature. Toter carts are the "Best Value" to residents. Advantages of Advanced Rotational Molding: • Superior toughness and durability • Single-piece product design – no seams	

• Consistent wall thickness
• Stress-free, zero-pressure product
• Unique design and structural capabilities like Rugged Rim®, nestable when fully assembled, and granite finish
• UV stable
• Custom colors
• Corrosion- and chemical-resistant
• Ability to mold in graphics

INDUSTRY LEADING WARRANTY
Recognized throughout the industry as The World's Toughest Carts™, Toter carts are produced using a patented, stress-free molding technology known as Advanced Rotational Molding™. This manufacturing process results in tougher, more durable residential carts, backed by Toter with 12 (twelve) year cart body warranty 10 (ten) years of coverage on all other cart components. This warranty is like no other manufacturer's warranty, industry wide. Easy to use, and reliable, the warranty demonstrates how we confidently back our carts.

From Day One
When you receive your Toter carts, they are easily made ready to roll. Unlike injection molded carts that nest no more than 2 carts high because of protruding wheels, Toter carts can be stacked up to 8 carts high as they require fewer square feet (without latches installed).

Toter carts can be delivered 3x more quickly than other brands by eliminating trips with more carts per load. Cities and haulers save between $2-3 per cart* in fuel, truck usage and labor expenses due to Toter's nestability feature.

YEARS 0-10
Toter carts are made with Advanced Rotational Molding, which makes them built for toughness and maximum resistance.

With 1/3 of the failure rate compared to injection molded carts, Toter carts generate fewer customer complaints, repair calls, and fewer part purchases. Over the first 10 years of ownership, this saving amounts to about $4 to $5 per cart (USD), (along with your happier customers). *

YEARS 11--12
Only Toter offers a 12-Year body warranty. Designed to keep working after others fail, they are extremely impact resistant. By having full body protection for 2 additional years (as compared to other brands), you can avoid replacement costs during years 11 and 12. Those savings are $5 to $7 per body or $7 to $9/cart (USD).

YEARS 13-20
While injection carts claim a 10-year service life, Toter has 40 years of experience that says Toter carts consistently last 15 to 20+ years. Imagine avoiding having to buy a replacement fleet of injection carts after year 10. If one half of your Toter carts were to last 15 years and one half were to last 20 years, the Average Savings on Replacement Cart Purchase and Delivery would be $38/cart (USD).

ADD IT UP
You can experience $2-3/cart in delivery savings, plus $4-5/cart in cart maintenance savings, plus $5-7/body or $7-9/cart for years 11-12 additional body warranty years, and $38/cart for longer service life! Total Savings comes to approximately $44 to $46 per cart (USD).

In addition to the above roll cart warranty, our Front Load Containers carry a 3 year container warranty (90 days for casters and non-plastic components).

PARTS INTERCHANGABILITY
In addition to our proven long service life and very low repair rate, key parts on Toter carts are primarily interchangeable among our various cart sizes: wheels, stop bars, and lid hardware. This simplifies maintenance and reduces parts inventory/costs.

RECYCLABILITY
All of the components utilized in Toter containers are fully (100%) recyclable into products of a like or similar nature. This degree of recyclability is known in the industry as "primary recyclability." This will allow the option to sell the recyclable materials into the plastics/steel commodity markets.

PROFESSIONAL PRODUCTS
Toter manufactures an entire line of Professional Products – commercial, industrial and specialized superior containers. Product offerings include Two-Wheeled and Caster Carts, Organics, Medical Waste and Secure Document Management Carts with standard single-wall or rotationally molded double-wall lids for sealing off medical waste and organics (wet) materials, and for securing confidential documents. These containers may be towable for additional efficiency and safety in moving waste. Toter offers Atlas commercial-grade, large-capacity, Rugged Rim® cans with a detachable lid and are fitted for dollies to roll and move

		materials smoothly. Slimline Containers and Litter Containers provide effective, sustainable waste collection for industrial, commercial and institutional inside and outside applications – and are available in a wide range of styles for varied environments. Cube Trucks, Tilt Trucks, and Mobile Trucks are perfect or moving large, heavy materials and waste to its final destination for use or disposal. Many containers in this line are also towable for efficient and safe movement to final disposal areas. You will find these various products in hospitals, colleges/universities, research facilities, manufacturing industries, store environments, offices, public streets, malls, sports arenas, convention centers, gas stations and convenience stores, and practically anywhere you may venture! ASSEMBLY & DELIVERY SERVICES Roll carts and container services can be provided by Toter with our sister Wastequip company, ContainerPros. Offloading, assembly and distribution of carts to households may be accomplished as individual services or all three services together. Participating Agencies may require unloading of carts upon delivery to the Participating Agency's delivery site, complete assembly of carts to make them "Ready to Roll", then distribution to residences and commercial addresses. ContainerPros has capabilities in place for the optional scanning of UHF RFID Tags during distribution, using UHF Handheld Scanners that report delivery data in real time to our wasteware web portal, and compiling that information in a Distribution Report (Tags coordinated with cart address) in Excel format. Whenever a citywide implementation is required for new containers, we will meet or exceed the Participating Agencies' requirements regarding all deliveries. ContainerPros offers many value-added benefits and services that will ensure a smooth delivery and successful program implementation. CLOUD BASED TECHNOLOGY SOLUTIONS wasteware is your digital partner for products, equipment, and services in the waste and recycling industry. Our cloud-based solutions suite and mobile app allow you to stay informed and support accurate decision making based on transparent and reliable data. We designed wasteware to be used not only by any company in the industry, but also by cities and municipalities to provide essential business functions like inventory and asset management, asset location monitoring, maintenance and service management, as well as service verification. It can integrate seamlessly with customer systems, provide cart tracking, manage work orders, verify service work, and much more. LEASING OPPORTUNITIES Toter is adept at assisting our customers with a leasing program alternative to an outright purchase, and this program utilizes the Sourcewell Contract for Leasing - NCL Government Capital, tax-exempt municipal leasing Contract #011620-NCL. We work with financial institutions that specialize in municipal lending situations as third-party financing. We understand the benefits of leasing: conservation of capital, better terms, simplified record keeping, easier allocation of cost, bank lines untouched, cleaner balance sheets, overcoming budget limits, convenience, etc.	
46	Describe advancements reflected in the equipment or products offered such as safety, longevity or life cycle cost measures.	Toter carts and containers are an environmentally sustainable investment. Although our carts are the "World's Toughest Carts™", and our carts last for 15-20+ years in active service life, Toter carts are 100% recyclable, supporting the recycling of retired carts for municipalities and sustainably closing the loop between new carts and retired carts with the recycling of retired carts, then molding back into new carts. As a leader in the environmental industry, we constantly strive to do our part in being both a good corporate citizen and a leader in new technology to improve our world. Fewer cart failures means fewer carts replaced to maintain a perpetual cart system, reduced vehicle traffic for service, and fewer pounds of raw materials (plastic and steel) consumed. We are also proud to offer more carts from the factory per truckload than most competitors (often with a higher level of assembly from the factory). This will reduce the amount of deliveries needed to fulfill your orders. In short, a more sustainable program results, yielding a reduced impact on our environment.	*

47	Describe your organization's approach to the collection, storage, usage, ownership, protection, access, and rights of customer data that is gathered in the normal course of doing business.	We realize the growing ultimate importance of protection with customer data and company information. Data Collection - We collect data in order to provide our goods and services, to process requests received (including warranty requests), and to provide support. We do not knowingly collect personal information from children under 13 years of age. Additional reasons for data collection may be viewed in our Privacy Policy at www.wastequip.com/privacy-policy. This data may include personally identifiable information such as name, postal address, e-mail address, and telephone number. Information collected automatically by our website or systems may include usage details, IP addresses, browser type, operating system and information collected through cookies, web beacons, and other tracking technologies. Storage - Information you provide to us is stored on our systems using, at a minimum, industry standard data security practices. Any payment transactions are processed through third party providers using SSL and other encryption technology. Data - We use information that we collect, including any personal information to provide information, products, or services that are requested from us. We provide our third-party vendors, service providers, and contractors with information in order to service our accounts or provide repair/warranty services for products purchased from us. Ownership and Rights - Wastequip customers own their own personal data. Wastequip follows all applicable local, state, and federal privacy laws including the California Consumer Privacy Act (CCPA). Customers and others may contact Wastequip at any time to confirm, correct, or delete their personal information provided to us as allowed by applicable law. The above represents a summary of key Privacy Policy terms relevant to Sourcewell's Participating Agencies. Please visit https://www.wastequip.com/privacy-policy to view our full Privacy Policies.	*
48	Describe how your offering encourages/facilitates increased participation and efficiencies in recycling and diversion programs.	Recycling requires far less energy, uses fewer natural resources, and keeps waste from piling up in landfills. Recycling offers significant energy savings over manufacturing with virgin materials (for example, manufacturing with recycled aluminum cans uses 95 percent less energy). Recycling and buying recycled products create demand for more recycled products, decreasing waste and helping our economy. Toter supplies private haulers and recyclers with cart fleets for collection services. Additionally, Toter works with Municipalities across North America that receive grant funding to implement a recycling program such as The Recycling Partnership, SWIFR, ADEM, Kentucky Pride Fund Recycling Grant, and The EPA to name a few. Our company focuses on researching grant related opportunities and collaborating internally with team members and externally with government entities to educate and implement recycling programs across the continent. Toter's cross functional team of waste industry experts are knowledgeable about the requirements related to the available recycling grant opportunities that have been implemented. Our Team Members will work with Participating Agencies to meet the outlined requirements in our roll cart production. For instance, Toter carts will meet the Recycling Partnership with carts be manufactured with a minimum of five percent (5%) residential post-consumer plastic content based on the entire mass of the body, lid and wheels of the carts. This resin will have been generated by a household and collected for recycling by a curbside or drop-off recycling program in the United States. This requirement will not be met through the use of post-industrial plastics or plastic sourced from end-of-life carts or bins, but the material will consist of material that was purchased, consumed, and disposed of solely by a residential household in their role as an end-user of a product or package that has been used for its intended purpose and has subsequently been collected for recycling by a curbside or crop-off recycling program in the United States. Toter carts will also be manufactured using an additional twenty percent (20%) of post-consumer or post-industrial recycled content. When it comes to curbside recycling collection services, we work with Recology, Casella, EDCO, Waste Pro, Waste Management, Santek, CR&R and many other hauling/recycling companies varying in size, with resources readily in place for production, assembly, distribution to residents, cart maintenance and retired carts recycling services. ContainerPros offers cart removal services to assist in getting old carts from residents when new carts are being introduced. We will collect all old carts from the residents addresses and return them to a designated site of your choice. Optional additional services offered are to sort, grade and stack the old carts for future usage. ContainerPros also offers a recycling program for old carts that have served their useful life. We can supply recyclers local to Participating Public Agencies, and/or arrange for old carts to be disassembled, loaded out and transported to a recycling facility. This program offers money back per recycled pound of plastic. This also assists with customer Diversion and Sustainability initiatives.	*

49	Identify if your offered technology solutions are available through mobile device applications and with which operating systems they are compatible.	Wastequip's technology solutions for Assembly & Distribution, Asset Management, and Service Verification are available through a web-based platform, and are thus compatible with the majority of modern operating systems. A modern web browser such as Google Chrome or Firefox is recommended. In addition to this, a mobile app allows for crews in the field to perform work orders, service requests, and deliveries. The mobile app is available for modern Android devices. RFID scanning requires specific hardware, which is available through this contract.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Toter, LLC reviews all requests for Projects/Bids/Proposals to understand any requirements for utilizing disadvantaged businesses as qualified subcontractors/suppliers. Toter is not a certified disadvantaged Bidder. However, Toter is committed to utilization of disadvantaged businesses whenever possible, and we set out to identify possible use of disadvantaged businesses on a case-by-case basis in a concerted attempt to meet requested levels of participation, and in an overall effort of our company at large, to grow and strengthen smaller, disadvantaged businesses. We also value diversity in employment, knowing that our company and customers are strengthened by our individuality and purposeful discussion, and our consistently viewing issues and opportunities with choices from multiple approaches and creative solutions! In most projects there are possibilities for use of disadvantaged businesses. We normally search for specific businesses with resources that match the following: 1. Over-the-road trucking of carts to the city (53-foot trailers) 2. Project management of door-to-door delivery of carts to residents or for other work required 3. Supplies, forklift, and/or trucks for local delivery of carts to residents and other work required Toter further vets discovered disadvantaged businesses for qualifications to perform the work and we consider all cost effective, positive responses. In this Bid, there is an encouragement to utilize disadvantaged businesses. And, at the same time, the scope of work for the contract only affords an opportunity for subcontracting with Item #1 above for common carrier transportation of carts from our plant to the City destination. Toter already has a working relationship in our daily business with two common carriers, One Horn Transportation Inc, and Royal Express, Inc. We have worked with both carriers for quite a while now to provide reliable and quality service. Documentation of DBE certification is available upon request for: - One Horn Transportation – WBE Certified by National Women's Business Enterprise - Royal Express, Inc. - Southwest Minority Supplier Development Council Aside from requirements for participation of disadvantaged businesses, Toter continuously demonstrates our overall commitment to employ and do business with disadvantaged businesses in both special projects and daily business. For example, we use a Woman Owned Business to fulfill daily office and bidding supplies needs, and we work with many disadvantaged businesses to perform the work of unloading, assembly and distribution of carts (and related services) to Participating Agencies when required by projects (Items #2 and #3 listed above).	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	Please see Toter's response in the above question #50 comment box.	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	Please see Toter's response in the above question #50 comment box.	*

53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	Please see Toter's response in the above question #50 comment box.	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Please see Toter's response in the above question #50 comment box.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	Please see Toter's response in the above question #50 comment box.	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	Please see Toter's response in the above question #50 comment box.	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	Please see Toter's response in the above question #50 comment box.	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	Please see Toter's response in the above question #50 comment box.	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	0 % net 30 days. Toter accepts P-card procurements/payments. Our preferred method of payment is wire, ACH or check.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	As a benefit of being a Wastequip division, Toter provides a bridge to solutions for educational or governmental entities to find leasing and financing options through Wastequip Finance, with our finance partner, NCL Government Capital (NCL), the only leasing and financing company in the nation with a leasing and financing contract on Sourcewell (Contract #011620-NCL). We are pleased to offer NCL's over 20 years of specializing in providing competitive equipment financing programs for entities across the nation, providing Sourcewell members access to financing that multiplies their purchasing power potentially six-fold. We understand that funds aren't always available for new and adequate equipment, and the Tax-Exempt Municipal financing offered by Wastequip Finance/NCL through Toter allows agencies to get that equipment now through manageable installment payments that come from their operating budget. We believe that Sourcewell, Toter/Wastequip Finance, and NCL have a common goal to provide solutions to Sourcewell members that will substantially alter the future for all in the most positive ways.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	While doing business seems to be a meticulous task for companies and Participating Agencies alike, Toter seeks to streamline processes for Participating Agencies, all the while setting each up for safe use of data, high service levels, approvals of order details prior to manufacture, and other forms and processes. These transaction documents are established to make sound business sense for our company and all customers. Examples of some of these forms are attached for Sourcewell's perusal. We have included the following Standard Transaction Documents in the file upload section: • Customer Set-Up Form • Wastequip Credit Application Form • Credit Card Authorization Form • Wastequip Terms and Conditions of Sale • Wastequip Limited Warranty with Warranty Claims Procedure	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Toter accepts P-card procurements/payments. Our preferred method of payment is wire, ACH or check.	*

63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Toter Residential does not have set list pricing, therefore we are offering a line item ceiling pricing model that is comparable to other co-operative contracts and gives us the flexibility to provide competitive pricing to Sourcewell's participating agencies while protecting us from volatile fluctuations in resin costs. This pricing model aligns well with our dealer network and Sourcewell is their preferred cooperative contract. We have had great success using this same pricing model on the current contract. Toter Pro Products: pricing model is a 30% discount off list price. We have provided a detailed price list for all products and services that include model numbers and descriptions. Each price guide will include options available as upgrades to the base pricing for that specific product line	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Toter Residential Products: because there is not a set list price or MSRP for these products, there a set discount to quantify. We have provided incremental volume discounts in our pricing structure and will offer discounts off the base price for large projects when possible, giving the customer the benefit of making larger purchases and permitting Toter the opportunity to be flexible in competitive situations as required. Toter Pro Products: pricing is a 30% discount off list price and both list price and discounted price is reflected on the price pages.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Toter Residential Products: pricing for Toter's residential products includes incremental volume discounts. For larger projects, we seek to offer discounts based on quantity, delivery timeframes, and other circumstances that may affect pricing. We have found that offering discounts off the base price for large projects gives us the opportunity to be flexible in competitive situations as required.	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	We believe we have the broadest range of products and services for waste and recycling containers in the market and have included all our offerings in our proposal. As any new products are developed, we will reach out to Sourcewell and request those be added to our contract. Any "sourced" products or related services will be offered to Sourcewell Members on a Supply Quote basis. We will provide the member with a quote for all items not listed on our Sourcewell contract (the Sourcewell Administrative Fee is and/or will be included as with other products and services to be quoted off this Contract).	*

67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have tried to be extremely thorough in including pricing to cover all products, options and services a customer may need with the purchase of waste and recycling containers. However, due to the unique nature of our industry, there may be a few instances where the total cost of acquisition is not included in our proposal pricing. 1. Installation: Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include and are not limited to requirements such as RFID tailored inventory and container management systems, interim storage of containers, additional labor for customer preferences, and more. Any of these products or services outside what we have provided in our proposal will be "Priced on Request". 2. Assembly and Delivery: Special needs for Assembly and Distribution related projects will be "Priced on Request" due to the unique needs of municipalities for each project at hand. the site, or "staging area", if provided by Toter, will be "Price on Request" also due to the unique needs of each project, in addition to wide price variables for locations. Cart Lifters for Residential Collection Vehicles can be installed with "Price on Request". Cart Lifters for Toter Pro Products will be quoted and installed with "Price on Request" due to the unique needs of each project. 3. Taxes - Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, these items will be added at time of quote. Also, Canadian GST/PST/HST taxes are not included in our proposed pricing models, and are not paid by Wastequip. If required to be paid by Wastequip, then the Member will be required to reimburse Wastequip for these taxes. 4. Canadian members may require pricing to be provided in Canadian Dollars/Currency (CAD). While our pricing is listed in United States Dollars/Currency (USD), we are certainly able to provide the CAD equivalent pricing based on our USD Sourcewell price list and Foreign Exchange rates from Bank of Canada resources.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Toter is strategically located in the US which allows us to best service our customers. We have extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Toter is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by the Member needs and demands. We will evaluate each order as a unique opportunity and consider the Sourcewell Members order volume and location. Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on quote as a separate line item. This cost will not include the 1.5 % Administrative Fee.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We use a combination of contracted motor carriers and freight forwarders to deliver shipments destined for Alaska, Hawaii, and other offshore locations such as, but not exclusive to Puerto Rico. We also have dozens of carriers already under contract that participate in delivering all modes of freight across the Canadian provinces. We have extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Toter is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by Member needs and demands. We will evaluate each order as a unique opportunity and consider the Members' order volume and location. Note that Freight: Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on the quote as a separate line item. This cost will not include the 1.5 % Administrative Fee.	*

70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Toter has the ability to meet unique customer needs with Driver Assistance (truck driver moves product to the entrance/exit of 53' truck for customer to remove off the trailer), lift gates (to meet special circumstances with no dock, etc.), combined loads (multi-stop capability to drop at up to 3 locations close together). For our Pro Products and individual customer orders (".COM" customers), we provide drop ship delivery. Obtained over decades, we have experience in the field delivering the assets to their final location -- a resident's dwelling. We offer all types of delivery, to include alley, curbside, up-to-door and special location deliveries per requirements of customers. We recognize that no two projects are alike and that every customer could have specific needs. That allows us to be flexible to meet those specific needs. We do this by thoroughly vetting the customer scope of work. In simple terms, “What are you trying to accomplish and what challenges do you foresee”? We believe that Data is King? Being able to discuss the project, with the customer, and to understand the data, allows us to customize our services to provide the best experience! We do not provide “cookie cutter” services, we provide solutions. Toter offers the industry’s best and most unique delivery option, Fully Factory Assembled or “Ready to Roll”. Member agencies can forget about missing parts, lack of available labor to assemble carts, and other normal assembly related issues. Because Toter carts nest when fully assembled, neat and safe stacks of 6 fully assembled carts high make the work of Public Works and Solid Waste Managers easier and more predictable. For member agencies who want to pay less freight per cart, our standard shipment of carts “2/3rd’s Assembled” means that the only assembly is attaching the wheels after carts are delivered to member locations. Then the cost savings of Nestability kicks in as up to three (3) times as many fully assembled Toter carts will fit on a city delivery truck as compared to any other brand (none are fully Nestable).	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Toter's sales team works closely with each customer to identify solutions and provide a quote that meets their requirements. All quotes off our current Sourcewell agreement include the Sourcewell logo and Contract number/information of reference, which clearly identifies that the Sourcewell contract is being used to our internal team and customers. Quotes go through an internal approval process where pricing is verified before being sent to the customer. Once the Member's Purchase Order is received, our customer service team codes the order as a "Sourcewell" sale into our order entry system. Using this code, we can easily generate reports from our order entry system. All reports are checked for accuracy by comparing to quotes from our Salesforce application to ensure the order was coded appropriately and included in the reporting.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Toter develops monthly, quarterly and annual targets to drive business to include municipal sales. This is tracked closely to make sure our sales team is proactively working to meet theses goals. We review and track sales off all directly bid contracts versus cooperative contracts to make sure our sales team continues to lead with cooperative agreements and identify opportunities to discuss cooperative purchasing to those municipalities that are still going through the cumbersome bid process. We also review annual sales specific to sales off the contract to review and compare to prior sales history to determine YoY trends. This has shown our greatest measure of success with continued YoY growth from sales off our current Sourcewell contract including almost doubling sales in 2023.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Toter is proposing a 1.5% administrative fee that is calculated and included in the contract dollar amount for products listed in our pricing section. Please note that freight costs will not be included in this fee.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Toter Residential does not have set list pricing; therefore, we are offering a line-item ceiling pricing model that is comparable to other cooperative contracts. Toter's Pro Products does have set list pricing and is priced at 30% off List for these products, also meeting our pricing description choice for this question.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers. Or company, since 2016, has backed our residential roll carts with a 12-year cart body warranty, and 10 years on all other carts components. No other manufacturer/brand has sought to provide a matching standard warranty industry-wide! Our containers are categorized into two areas: - Residential Products and Solutions - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers, and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs. Special options for roll carts are Unloading, Assembly and Distribution of carts to municipal customers, Cart keep them rolling!), and Technology/RFID identification of carts to track carts at municipal properties and maintain inventory through time with tracking of changing locations, repairs, collection issues (cart was not at the curb, etc.), which has quite streamlined Participating Agencies' cart usage with ease. - Pro Products and Solutions - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more! For all our offerings, we specialize in consulting with our customers to create customized products and solutions, considering waste streams, volume, staffing, layout, footprint, flow, environmental requirements and storage limitations. Unlike competitors who may sell off-the-shelf products, we specialize in consulting with our customers to create customized waste management solutions, and we offer technology solutions identified in later questions within this platform. Specific to Toter Residential Products and Solutions, we offer a wide range of services: Receiving and Unloading: Receive the loads as they arrive from Toter, per a predetermined ship schedule, then unload the stacks of carts and arrange them on the customer site by size and waste stream, if applicable. Assembly: Assemble the stacks of carts in preparation of delivery to the resident address listing, or for storage, as determined in the scope of work meetings. Assembled carts will be stacked according to size and waste stream, if applicable. Distribution: Distribution of carts to the service area residents as predetermined

during scope of work meetings. Carts will generally be placed at the curbside of the appropriate address, unless special attention is called out during the scope meetings.

Data Collection - Record Serial Numbers: Serial numbers of the cart delivered to a specific address will be recorded to the address listing provided by the customer. This will assist customers in tracking their assets in the field. Upon completion of the project, we will provide customers with a completed address listing showing the appropriate serial number of the cart delivered to each address. This will be done when a single cart per address is delivered, as well as when multiple carts and streams are delivered to a single address. When project is complete, customer will have the most up to date data on assets and where they are located. *

Data Collection - RFID Scanning: RFID tags will be scanned, to the address listing provided by the customer per each cart delivered and associated to that particular address. When RFID tags are scanned as a delivery method, the following data will also be collected: RFID tag number, Serial Number, time stamp, and geo coordinates. This will assist customer in tracking their assets in the field. Upon completion of the project, we will provide customer with the completed address listing showing the appropriate data set of the cart delivered to each address. This will be done when single cart per address is delivered, as well as, when multiple carts and streams are delivered to an address. When project is complete, customer will have the most up to date data on assets and where they are located.

Sticker/Label Application: A customer provided sticker/label will be applied to the cart/container as described in scope of work. This can be done on new project where all new carts receive label/sticker prior to distribution. Or, labels can be applied to carts that were previously in the field.

Old Cart Retrieval: Old carts may be retrieved and brought back to the customer site for either future use or disposal (recycling). This service can be provided in conjunction with new cart deliveries to ensure no disruption of waste services. Additional items can be contracted: sorting of old carts to specifications, disassembly of carts to be recycled, loading of carts to be recycled onto trailers for transport to recycler. We would manage the whole process to provide a seamless solution for retrieval and disposal of any old carts.

Route Audits: Route auditing service could include: auditing service levels, auditing income, route ID verification, waste characterization, lid flips, contamination material ID, etc. We would determine your route auditing needs and provide a plan and the associated crews to complete that plan. At the end of the project, the customer would have a cleansed route and all associated data points required to adequately understand those routes and how it is affecting their business.

Commercial Bin Delivery: Delivery of commercial bin (FEL’s and REL’s) to all associated commercial addresses. Receiving of commercial bins and assembling commercial bins is also offered. Just as with the residential deliveries, a scope of work will be established to provide a comprehensive solution to your commercial bin needs.

Commercial Bin Exchange: Exchange of commercial bins (FEL’s and REL’s) for all associated commercial addresses. This service provides delivery of new bins and removal of old bins at the same time. Receiving delivered commercial bins and assembling commercial bins is also offered. Just as with the residential deliveries, a scope of work will be established to provide a comprehensive solution to your commercial bin needs.

Cart Maintenance: Cart Maintenance Services are offered to provide a seamless solution for all of the customer cart maintenance needs. From new deliveries, cart removals, cart repairs, and more, we provide piece of mind that all resident requests will be fulfilled within the agreed upon service level agreement. We provide inventory level management to ensure that you always have assets to keep each resident with the appropriate carts for waste disposal. Assist in managing warranty claims, and keeping all carts cleaned and prepped for return to service. Managing all parts associated with the cart inventory ensures cost savings may be realized with repurposing where appropriate. Having a cart maintenance provider will give you peace of mind and produce cost savings.

76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our Proposal includes Plastic Refuse and Recycling Containers with Related Technology Solutions, including: a. Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition; • EVRII Universal/Nestable Roll Carts • Universal Roll Carts • Organics Roll Carts • Fully Automated Bear Resistant Carts • FR FEL Series Containers • Organics FEL Containers • 22-Gallon Recycling Bins • 16-Gallon Recycling Bins • Slimline Containers with Accessories • Litter Containers with Accessories • Square Containers with Accessories • Round Cans with Accessories b. Lift and tipping solutions for stationary carts and dumpsters; • Toter Utility Carts • Cube Trucks • Mobile Trucks • Tilt Trucks • Stationary Lifters with Accessories • Universal Stationary Lifters with Accessories • Saddle Stationary Lifters with Accessories • Candy Cane Stationary Lifters with Accessories • Rover Mobile Lifters with Accessories • Round Can Mobile Lifters with Accessories c. Maintenance, repair, and similar services of containers; and, • Assembly & Delivery Services • Unloading and Assembly • Cart Removal Services • Recycling Services • Route Audit Services • RFID Retrofit Services • Stickering/Labeling Services • Maintenance Contract Services • Commercial/Bin/Container Exchanges d. Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in subsections 1.a.-c., above. Wasteware technology solutions cloud based simplistic design that provides one convenient platform for: • Project solutions • Inventory control • Reporting • Customer Management • Service Scheduling Additionally, subcategories will address challenges with any customer by providing user-friendly containers to efficiently collect waste, plus subcategories of solutions to provide effective automated collection/transportation/disposal systems/equipment and more. We can assemble, distribute and maintain entire fleets of containers. Container users experience elimination of potential injury and improved productivity with mechanical lifters/dumpers, towing and other options, choosing from a seemingly endless provision of solutions Our technology assists customers to manage cart fleets and container maintenance and inventory. As a service provider, we are prepared to offer any customized service needed. We realize that the waste industry encounters some interesting opportunities, and we are willing to work with each customer to provide a solution to needs as they arise. No job is too big or too small!	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	

77	Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	(•) Yes ( ) No	Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products and services, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers. Our containers are categorized into two areas: - Residential Products and Solutions - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs. - Pro Products and Solutions - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more!	*
78	Lift and tipping solutions for stationary carts and dumpsters	(•) Yes ( ) No	Toter also offers lift and tipping solutions for attachment to collection vehicles and as stationary units which collect and remove waste from roll carts located at households and commercial properties and buildings.	*

79	Maintenance, repair, and similar services of containers	(•) Yes ( ) No	Toter offers services as provided by our Wastequip sister division, ContainerPros. This division is a spin-off of Toter to provide all manner of relative cart and container services, to include: - Assembly and Distribution of container orders, assembling each container and distributing them, property to property. - Cart Removals and Exchanges - ContainerPros will remove old or unneeded carts, and exchange for a different size cart, in cases where Participating Agencies may offer various sizes and the ability to exchange old carts for new carts, or the ability to obtain a size that is a better fit for the household's need. - Unloading - Often a service provided with Assembly and Distribution of carts to properties, unloading can also be provided as a stand-alone service. - RFID and other types of retrofit - for cart fleets purchased in the past and not including RFID Tags, or other updates, we can add or change out items to carts at each home in a municipality, bringing the cart fleet up to date. - Stickering/Labeling, and Specialized Options - We can provide special services of sticker application, attaching literature to carts (either customer or Toter generated educational literature), and various other options that customize the scope of work to handle Participating Agencies needs in detail.	*
80	Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in line 77-79, above.	(•) Yes ( ) No	Toter offers our technology solutions for cart and container deliveries and the subsequent management of these assets. The combination of a web-based operations management software and a mobile workforce App allows planning and execution of deliveries, work orders and service requests highly efficient. Major features of the technology offering are Assembly & Distribution Management, Inventory Management as well as Solutions to execute services in the field (Work Orders, Service Requests, etc.). This solution also provides data visualization and data reporting tools. The web-based Software solutions covers all required processes for delivery of carts and containers, as well as asset management. In addition to this, Wastequip's technology solution comes with a mobile App and the required Hardware (Scanner with RFID and Barcode Reader) to perform services in the field. Service Verification data can be collection by the means of a truck-mounted RFID System, which delivers positive verification (RFID Reads), GPS Positions as well as date and time information of the service verification. These data are visualized in the web-based platform.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell RFP 120324 - Toter LLC Pricing - 12-3-2024.pdf - Tuesday December 03, 2024 12:37:00
- Financial Strength and Stability - Wastequip Financials (TRADE SECRET) October 2024.pdf - Tuesday December 03, 2024 13:00:48
- Marketing Plan/Samples - Marketing Plan Samples- Toter.pdf - Tuesday December 03, 2024 12:35:40
- WMBE/MBE/SBE or Related Certificates - Toter's Good Faith Effort.pdf - Tuesday December 03, 2024 12:10:38
- Standard Transaction Document Samples - Standard Transaction Document Samples- Toter.pdf - Tuesday December 03, 2024 12:18:32
- Requested Exceptions - Toter's Requested Exceptions.pdf - Tuesday December 03, 2024 12:10:52
- Upload Additional Document - Toter's Product Literature and Other Items- Additional Documents.pdf - Tuesday December 03, 2024 12:56:19

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Laura Hubbard, Director of Municipal Sales, Toter, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Plastic_Refuse_Recycling_RFP_120324 Mon November 25 2024 05:22 PM	☑	2
Addendum_3_Plastic_Refuse_Recycling_RFP_120324 Fri November 8 2024 02:45 PM	☑	1
Addendum_2_Plastic_Refuse_Recycling_RFP_120324 Tue October 29 2024 05:02 PM	☑	1
Addendum_1_Plastic_Refuse_Recycling_RFP_120324 Mon October 28 2024 03:45 PM	☑	1

EXHIBIT B

SPECIFIC REQUIREMENTS/OPTIONS OF CITY

Attached: Toter Quote #WQ-10385042

Toter®

Sourcewell Awarded Contract

Contract # 120324-TOT

1661 Frontera Rd, Del Rio, TX, 78840
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10385042

Sell To:

Contact Name	Edgar Esparza	Ship To Name	City of San Luis
Bill To Name	City of San Luis	Ship To	4442 State Rte 14 San Luis, AZ 85349 USA
Bill To	1311 N 4th Ave San Luis, AZ 85349 USA	Quick Ship	☐
Email	eesparza@sanluisaz.gov		
Phone	9283418570		

Quote Information

Salesperson	Yolanda Garcia	Expiration Date	6/6/2026
Salesperson Email	ygarcia@wastequip.com	Quote Number	WQ-10385042 Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296 - Sourcewell	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-Sourcewell	---Body Color - (968) Greenstone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (Existing) in (Not provided) ---Lid Hot Stamp Insert - Read from Street (Existing) in (Not provided) ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	624.00	$64.32	$40,135.68

Payment Terms	Net 30 Days if credit has been established	Subtotal	$40,135.68
Shipping Terms	FOB Origin	Shipping	$4,375.61
		Tax	$4,299.33
		Grand Total	$48,810.62

Additional Information

Additional Terms	Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale (“Wastequip’s Terms”") located at: https://www.wastequip.com/terms-conditions-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip’s Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.
Additional	Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and

1661 Frontera Rd, Del Rio, TX, 78840
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10385042

Sourcewell Awarded Contract
Contract # 120324-TOT

Information	timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.
Special Contract Information	Sourcewell – Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#120324-TOT, eff. 4/4/2025), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/14/2026

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

Submitted By: Manuel Hernandez, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the City of San Luis procuring slurry seal application services from American Pavement Preservation / APP–Cactus Joint Venture for the application of Type II slurry seal as part of the Fiscal Year 2027 Pavement Preservation Program.
(Manuel Hernandez, Assistant Director of Public Works)

SUMMARY:

In continuation of the annual pavement preservation program, Public Works is requesting Mayor and Council approval to continue the City's Pavement Preservation Program with a Fall 2026 Type II slurry seal application on existing asphalt streets. This year Public Works will apply slurry seal material to approximately 166,000 square yards of Type II latex-modified slurry seal at $2.10 per square yard, in an amount not to exceed $350,000.00. This material and work seals and protects the pavement surface, extends street life, and improves ride quality at a fraction of the cost of reconstruction.

Public Works intends to piggyback on the City of Yuma's cooperative agreement/contract with APP–Cactus Joint Venture (RFQ-24-350). That agreement includes a cooperative purchasing provision and has been extended through September 4, 2029. Using Yuma's contract complies with A.R.S. § 41-2632 and San Luis Purchasing Code Section 3.05.090. A second full bid for the same work would add cost and delay without a better expected result.

The proposal includes traffic control, no-parking notices, and protection of manholes and water valves. Payment will be based on measured quantities at the unit price, not to exceed the amount authorized by Mayor and Council. Public Works respectfully requests Mayor and Council approval to accept slurry seal application services from American Pavement Preservation / APP–Cactus Joint Venture in an amount not to exceed $350,000.00 for the Fiscal Year 2027 Pavement Preservation Program.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ACCEPT SLURRY SEAL APPLICATION SERVICES FROM AMERICAN PAVEMENT PRESERVATION IN THE AMOUNT OF $350,000.00 FOR THE FISCAL YEAR 2027 PAVEMENT PRESERVATION PROGRAM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$350,000

BUDGETED AMOUNT:	$350,000
AVAILABLE AMOUNT TO TRANSFER:	$350,000
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Non Capital Projects #200-210-89000/$350,000

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

Recurring Pavement Preservation Program, Proposed expenditure of up to $350,000.00 from HURF Non-Capital Projects account 200-210-89000. The quoted unit price is $2.10 per square yard for Type II slurry seal at an average application rate of 16 lbs. per square yard. The quoted amount is $348,858.30. The remaining amount within the $350,000.00 not-to-exceed authorization if needed, will be used only for additional eligible areas encountered during the project or necessary quantity adjustments. The City will pay only for measured quantities of slurry seal actually applied and work completed.

Attachments

Cooperative Purchase Agreement – APP-Cactus Joint Venture – FY2027 Pavement Preservation 100126

FY27 slurry seal locations

Slurry Preparations 2026

AGREEMENT TO PROVIDE SERVICE PURSUANT TO A COOPERATIVE PURCHASING CONTRACT

This Agreement is made and entered into by and between the City of San Luis, an Arizona municipal corporation, hereinafter designated as the "City," and American Pavement Preservation (APP)/Cactus Joint Venture (ACJV), hereinafter designated as the "Contractor," for pavement preservation services. The City and Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Recitals

A. Contractor has contracted with the City of Yuma pursuant to RFQ-24-350, Pavement Preservation Services (the "Cooperative Purchasing Contract"), attached hereto as Exhibit "A" and incorporated herein by reference.

B. Pursuant to A.R.S. § 41-2631 et seq. and City Code § 3.05.090, the City has authority to utilize cooperative purchasing contracts and engage Contractors under the terms thereof.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Cooperative Purchasing Contract and this Agreement, and (ii) establishing the terms and conditions by which the Contractor may provide the City with the services, materials, and/or equipment as more particularly set forth below (the "Services").

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

1. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as **Exhibit "B"** and incorporated herein by reference.

2. Completion of Work. The Contractor shall provide the Services in accordance with the Scope of Work and the terms of the Cooperative Purchasing Contract.

3. Payment. The Contract Price shall not exceed **$350,000.00**. Payment to the Contractor for Services provided shall be made in accordance with the pricing, terms, and conditions set forth in the Cooperative Purchasing Contract and the Scope of Work.

4. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement.

5. Conflict of Interest. The Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating,

securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

6. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

7. Boycott of Israel. To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

8. Forced Labor Of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, by entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

9. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between this Agreement and the Cooperative Purchasing Contract, this Agreement shall govern.

10. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of October, 2026.

CITY OF SAN LUIS:

By: _____
Nieves Riedel, Mayor

CONTRACTOR:

By: _____
(*Signature)*

_____
(*Printed Name & Title)*

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Joseph D. Estes, City Attorney

EXHIBIT A
CONTRACT OF COOPERATIVE PURCHASING ENTITY

Attached: City of Yuma Contract No. RFQ-24-350 – Pavement Preservation Services

RFQ-24-350

Pavement Preservation Services

Offer and Acceptance

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

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

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

ACCEPTANCE OF OFFER – CITY OF YUMA

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

Acting City Administrator, John D. Simonton

Attested by:

Lynda L. Bushong, City Clerk

Effective Date: 9.9.2024

Approved as to form:

Richard W. Files, City Attorney

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

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

RECITALS

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

9. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each City Council member, officer, director, employee or agent thereof (the City and any such person shall be deemed an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable Contractors' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions in connection with the work or services of the Contractor, Contractor's officers, employees, agents, or any tier of sub-contractor or person attributable to Contractor in the performance of this Agreement.

10. Termination; Cancellation.

10.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

10.2 For Cause.

If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to the non-defaulting Party at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that the default cannot reasonably be cured within thirty (30) days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure the nonperformance and diligently continues to completion the cure of the nonperformance. In no event shall any such cure period exceed ninety (90) days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of Contractor's fee due as of the termination date.

10.3 Due to Work Stoppage. This Agreement may be terminated by the City upon thirty (30) days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of Contractor's fee due as of the termination date.

10.4 Conflict of Interest. . This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of City's departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of City's departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee

of any other Party to the Agreement in any capacity or a Contractor to any other Party of the Agreement with respect to the subject matter of the Agreement.

10.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

10.6 Agreement Subject to Appropriation. The City is obligated only to pay City's obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay City's Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for City's obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

11. Before the commencement of any services, the Contractor must provide the City **with certificates of insurance and formal endorsements** identifying this Agreement by the City's contract number and name. All required insurance policies, except Workers' Compensation and Professional Liability must name the City, and City's employees, as Additional Insured with endorsement. Workers' Compensation and Professional Liability insurance must contain an endorsement waiving subrogation and Contractor must waive subrogation against the City. All insurance policies are subject to approval by the City. All policies, except Workers' Compensation and Professional Liability, must include an endorsement providing that such insurance under Contractor's policy is primary insurance and that any other insurance maintained by the City is excess and noncontributing with the insurance required under this section. Policies must be written on a per occurrence basis. The Contractor must give the City 30 days written notice before canceling, terminating, or altering any policy. The Contractor's failure to furnish evidence of insurance will be considered a breach.

The Certificate Holder must be named as follows: **City of Yuma, Yuma, Arizona**

All certificates are to be sent to: ***purchasingweb@yumaaz.gov***

A. The Contractor must carry **Worker's Compensation Insurance** to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than *$100,000.00* for each accident, *$100,000.00* disease for each employee, and *$500,000.00* disease policy limit. The policy must contain a waiver of subrogation by the insurance carrier. Contractor must also waive subrogation.

The Contractor must require sub-Contractor(s) to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Contractor.

B. The Contractor must carry **Commercial/Business Automobile Liability** with a combined single limit for bodily injury and property damages of not less than *$1 million* for each occurrence on all vehicles the Contractor uses, whether owned or leased, in the performance of the work or services under this Agreement. *If hazardous materials or wastes are transported, CA 9948 endorsement must be included and $3 million per accident limits for bodily injury and property damage will apply.*

C. The Contractor must carry **Commercial General Liability** insurance with an unimpaired limit of not less than $1 million for each occurrence with a General Aggregate Limit of $2 million. The policy must be primary. Coverage must extend for two years past completion and acceptance of the project, and the Contractor must provide annual Certificates of Insurance of continued coverage. No endorsement limiting or excluding a required coverage is permitted. All coverages shall be on an occurrence basis. THE ADDITIONAL INSURED ENDORSEMENT REQUIRED SHALL BE AN ISO FORM B (CG 20 10 10 01 or CG 20 34 10 01 AND CG 20 37 10 01), OR EQUIVALENT.

D. The Contractor must carry **Umbrella/Excess Liability** insurance with an unimpaired limit of not less than $2 million per occurrence combined limit bodily injury and property damage, in excess of the Commercial General Liability, Automobile Liability and Employer's Liability, as required above.

E. The Contractor must carry Professional Liability coverage for errors and omissions arising out of the work or services performed by the Contractor, Contractor's agents, and employees, with an unimpaired limit of $2 million each claim and $2 million all claims.

F. The amount and types of insurance coverage requirements set forth will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. Miscellaneous.

12.1 Independent Contractor. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent Contractor, not as an employee or agent of the City. Contractor, Contractor's employees, and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, Contractor's employees, or subcontractors. The Contractor, and not the City, shall determine the time of Contractor's performance of the services provided under this Agreement so long as Contractor meets the requirements of Contractor's agreed Scope of Work as set forth in Section 2 above and Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing Contractor's profession elsewhere.

12.2 Applicable Law; Venue. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or as may be appropriate, in the Justice Courts of Yuma County, Arizona or in the United States District Court for the District of Arizona, John M. Roll Courthouse if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

12.3 Laws and Regulations. Contractor shall comply with the Americans with Disabilities Act (ADA) and shall indemnify City for any costs, including but not limited to, damages, Contractor's fees, and staff time in any action or proceeding brought alleging violation of the ADA by Contractor. Contractor shall not discriminate against any person based on race, religion, color, age, sex, or national origin in the performance of this Agreement, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and State Executive Order No. 2009-09 as such may be amended from time to time. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. The Contractor shall include similar requirements of all sub-Contractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of Contractor's duties under this Agreement ensure that Contractor and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to Contractor's performance under this Agreement.

12.4 Amendments. This Agreement may be modified only by a written amendment signed by persons authorized to enter into contracts on behalf of the City and the Contractor.

12.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though such provisions were included and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be amended to make such insertion or correction.

12.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.

12.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth in a written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

12.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

12.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether

subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

12.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of an payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

12.11 Attorney's Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default, the prevailing Party shall be entitled to receive from the other Party reasonable Attorney's fees and reasonable costs and expenses, determined by the court and not the jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

12.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

12.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

12.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	If to Contractor:
City of Yuma	APP/Cactus (ACJV)
Attn: City Administrator	Jeff Abram
One City Plaza	8211 W Sherman Street
Yuma, Arizona 85364	Tolleson, AZ 85353

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not the Party's counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12.15 Force Majeure. A Party may be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, pandemic, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the City, that the non-performance is not due to the fault or neglect of the Party not performing.

12.16 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in Contractor's records or obtained from the City or from others in carrying out Contractor's obligations under this Agreement shall not be used or disclosed by either, Contractor's agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

12.17 E-Verify Requirements. To the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41-4401, the Contractor and Contractor's subcontractors warrant compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A) ("Immigration Warranty"). Contractor's or Contractor's subcontractor's failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the documents of all Contractor personnel who provide services under this Agreement to ensure that Contractor or Contractor's subcontractors are complying with the Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at City's sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

12.18 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the Contractor's Proposal, the documents shall govern in the order listed.

12.19 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

12.20 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement Agreements developed by the City, at their discretion and with the Agreement of the awarded Contractor. Contractor may, at Contractor's sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive

obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

12.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of Contractor's obligations is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

12.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

12.23 Boycott of Israel. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 35-393.01. Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Agreement that the Contractor will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.

12.24 Forced Labor of Ethnic Uyghurs Prohibited. Contractor shall comply with the applicable requirements of Arizona Revised Statutes § 35-394 and hereby certifies and agrees Contractor does not currently use and will not use for the item of this Contract: (i) the forces labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12.25 Survival. The obligations of Contractor under this Section shall survive the termination of this Agreement.

12.26 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

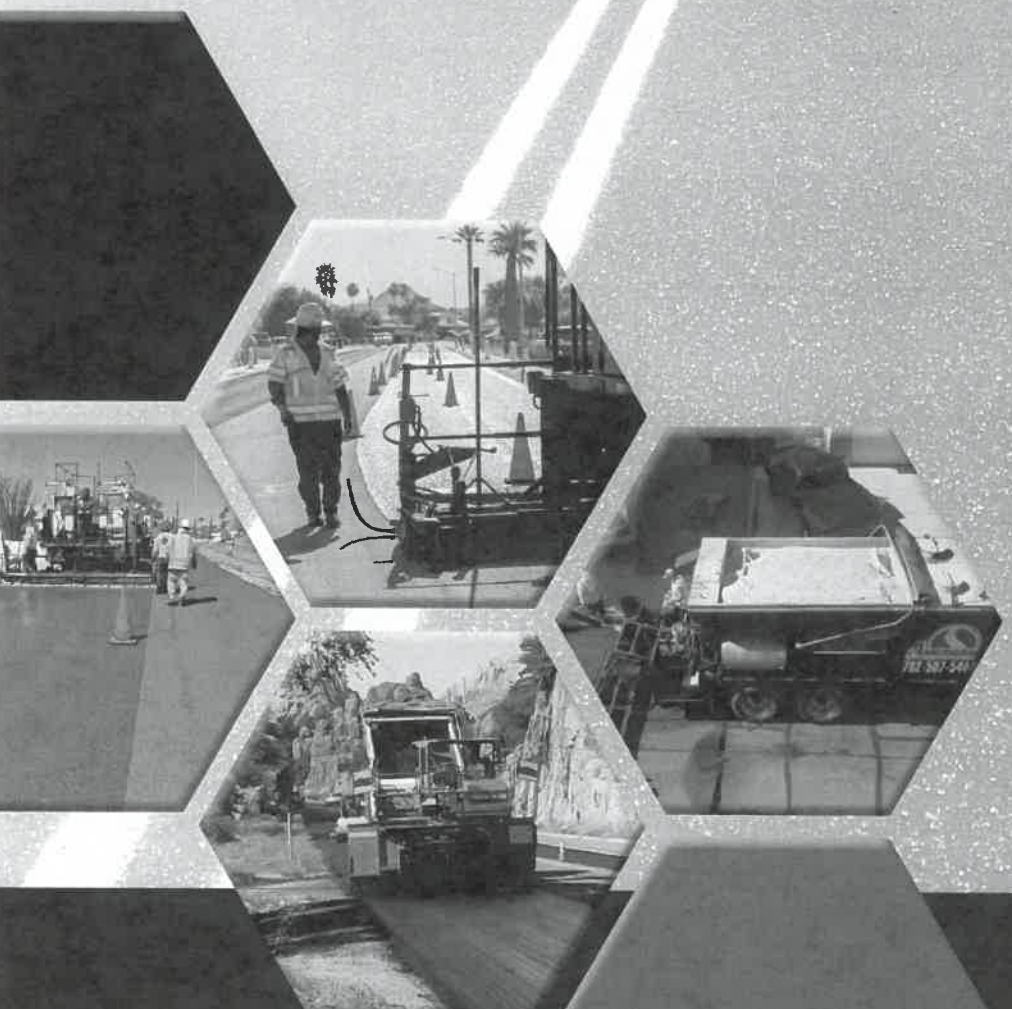
OFFER AND ACCEPTANCE FORM ATTACHED (After Fully Executed)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
APP / CACTUS (ACJV)

[Contractor's Proposal]

See following pages.

CITY OF Yuma



RESPONSE TO RFQ-24-350

PAVEMENT PRESERVATION SERVICES

AUGUST 8, 2024

ATTN: MARY E. ROMAN, BUYER
CITY OF YUMA, PROCUREMENT
ONE CITY PLAZA
YUMA, AZ 85364

AMERICAN Cactus

APP-Cactus Joint Venture (ACJV)

TITLE PAGE

COMPANY NAME
American Pavement Preservation

ADDRESS
4725 East Cartier Avenue
Las Vegas, NV 89115

EMAIL
info@americanpave.com

WEBSITE
www.americanpave.com

PHONE NUMBER
(702) 507-5444

NAMES(S) OF PRINCIPALS
Eric Reimschiissel
John Stanton

COMPANY NAME
Cactus Asphalt

ADDRESS
8211 West Sherman St.
Tolleson, AZ 85353

EMAIL
info@cactusasphalt.com

WEBSITE
www.cactusasphalt.com

PHONE NUMBER
(623) 907-2800

NAMES(S) OF PRINCIPALS
Jim Pulice
Josh Swartzendruber

APP-Cactus Joint Venture (ACJV)

August 8, 2024

Attn: Mary E. Roman, Buyer
City of Yuma, Procurement
One City Plaza
Yuma, AZ 85364

APP-Cactus Joint Venture (ACJV)

RE: Response to RFQ-24-350 - Pavement Preservation Services

Dear Ms. Roman and Members of the Selection Committee:

APP/Cactus Joint Venture (ACJV) would like to express our interest in being selected by the City of Yuma (City) for RFQ-24-350 - Pavement Preservation Services.

a) Background, distinguishing qualities, and capabilities.
American Pavement Preservation (APP) is a leader in the asphalt pavement preservation and placement industry throughout the Southwest, including recent experience with City of Yuma. APP has joint ventured with **Cactus Asphalt (Cactus)**, another regional leader and innovator in pavement preservation. Together, APP and Cactus can bring the City unparalleled knowledge and reliability with experienced crews that can mobilize quickly to meet the needs of this contract. ACJV has extensive experience with all types of roadway projects, providing our team with a deep understanding of the variability of construction practices in this field. As a result, both APP and Cactus have developed successful processes and procedures that are specific to pavement preservation. ACJV is ready to deliver projects to the City with high quality, shorter work durations, and minimal inconvenience to the public. We are committed to diversifying and aim to self-perform 95% of the work procured.

b) Areas of specialty.
ACJV's services include, slurry seal, micro-surfacing, crack seal, seal coat, asphalt paving and patching, pavement markings, chip seal (FAST), asphalt binder blending, and traffic control.

c) Number of employees.
ACJV combined employs over 480 well-trained and dedicated personnel.

d) Contact person / key personnel availability.
Jeff Abram, Estimator, will be the contact person for our submittal. All key personnel identified in this SOQ are available for the duration of this contract.

e) Identification information / legal organization / principal office location and work role / licenses.
APP and Cactus have decided to form a Joint Venture for this contract to offer the City the largest pavement preservation force in the Southwest.

APP is a Limited Liability Company (LLC). Cactus is an S Corporation.

Cactus' office, located at 8211 West Sherman St. in Tolleson, Arizona, will be our principal office. This office will serve as the home for all scheduling, estimating, work planning, and coordination required for this contract.

APP holds an A-General license with the Arizona Registrar of Contractors - License #261874.

Cactus holds an A-General license with the Arizona Registrar of Contractors - License #194430.

f) Firm description / length of time firm has been in business.
See item a. for firm descriptions. APP has been in business for over 40 years and Cactus has been in business for over 45 years.

g) Terminated contracts / h) Claims
APP and Cactus have no terminated contracts, subcontracts, or claims that resulted in litigation or arbitration within the last five years.

ACJV is excited to continue our relationship with the City through this contract for many years. We look forward to hearing from the City and moving this process forward.

i) The Letter is to be signed by the individual with authority to bind the Contractors contractually.
Sincerely,

Jeff Abram, Estimator
(602) 377-5651
ja@pavementpreservationgroup.com

ACJV takes no exceptions to the terms and conditions to the solicitation and contract.
ACJV acknowledges receipt of Addendum #1, dated July 30, 2024.

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A. Industry Experience

APP-Cactus Joint Venture (ACJV)

A. INDUSTRY EXPERIENCE

a) Firm's/Team's Work History

American Pavement Preservation (APP) has been in business for more than 26 years and operates as a Limited Liability Company (LLC). In September 2020, it was it was acquired by American Pavement Preservation Holdings, Inc. (APPH). On February 7, 2023, Cactus Asphalt (Cactus) merged with APPH and became subsidiaries with APP. Under APPH, Cactus and APP are able to utilize resources from each firm to further enhance their services. APP is a regional leader in slurry seal and micro surfacing applications, and has extensive expertise across Arizona, Nevada, Utah, Idaho, New Mexico, and Wyoming. This team brings unparalleled pavement preservation experience under one umbrella. The continued success of our operations is ensured by the same dedicated management team, now further strengthened by the expertise of key personnel from Cactus Asphalt.

Cactus Asphalt is a prominent regional leader and innovator in pavement preservation, with over 45 years of experience. Operating as an S Corporation, we have extensive expertise across Arizona, Texas, Colorado, and New Mexico. Founded in 1979, Cactus remains a small, locally-owned business in Arizona and is widely recognized as one of the most respected asphalt companies in the Southwest.

Before becoming subsidiaries of APPH, APP and Cactus had successfully partnered on projects for over 15 years. ACJV leads the Southwest in pavement preservation, systems, and applications. With our skilled workforce, ACJV has the capability to self-perform 95% of the work anticipated on this contract.

Team's Experience in the City of Yuma

APP and Cactus have 30 years of combined experience working with the City of Yuma. Our team has established relationships with City personnel and has worked together to solve issues and provide quality projects. Additionally, ACJV has experience and knowledge conforming to the City's procedures and expectations.

b) Comprehension of Goals and Objectives of this Contract

Early in the process, ACJV will meet with the City and all key team members to launch the project's kick-off. This will happen before work is scheduled or procured so all parties can get acquainted.

The team approach to partnering is an integral part of every project. Adequate organization, planning, cooperation, and communication are essential to successful partnering efforts. Methods of communication through a tiered system add to the effectiveness of any partnership. It is important for all stakeholders to develop these skills from the introduction phase, starting with the first project.

BENEFITS OF OUR TEAM

480+
in-house personnel to support and provide the capacity to self-perform up to 95% of the work under this contract.

45 million
SF of pavement preserved in the City of Yuma by APP

24 hours
ACJV's average response time (from initial call to the start of pricing and estimating)

30 years
of experience working with the City of Yuma

84 hours
ACJV's average response time to provide fully vetted and accurate pricing to our clients

ACJV's lines of communication begin with Program Manager Eric Reimschiissel. He is the City's single point of contact for all administration on this contract. Eric will work with the ACJV team to facilitate projects and to ensure the City's needs are met. In the field, the City will work with our project manager, Parrish Bowes. Parrish oversees all aspects of the work included in the project. Eric will work with the City to resolve questions about field operations or concerns as necessary.

Pavement preservation work demands a tailored approach to meet the diverse needs of existing pavement and project variables. Partnering with ACJV means having complete control over materials and application of preservation systems, ensuring the most practical and cost-effective methods for the City. Our comprehensive scope of work includes pavement repairs, crack seal, mastic, scrub seal, fog seal, surface seals, chip seal, slurry seal, fiberized slurry, micro surface, striping, traffic control, and related services. With each project area presenting unique conditions and variables, ACJV commits to analyzing and recommending best practices to preserve the City's pavement assets effectively.

c) Licenses

APP holds an A-General license with the Arizona Registrar of Contractors - License #261874.

Cactus Asphalt holds an A-General license with the Arizona Registrar of Contractors - License #194430.

Figure 1 below displays copies of our licenses.

d) Employees are Fully Trained and Completely Familiar with the Scope of Work

ACJV crews are fully trained and ready to start on projects immediately. All proposed team members and crews have a minimum of three years of experience in the scopes included in this contract. Additionally, our experience has been proven by the quality work provided and witnessed by the City on past projects.

FIGURE 1: Copies of Arizona Contractors Licenses

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA
Registrar of Contractors January 31, 2026 CERTIFIES THAT

American Pavement Preservation LLC

CONTRACTORS LICENSE NO. ROC 261874 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

Tom Cole, Director

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA
Registrar of Contractors March 31, 2026 CERTIFIES THAT

Cactus Transport II LLC
Cactus Asphalt

CONTRACTORS LICENSE NO. ROC 194430 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

Tom Cole, Director

e) Proposed Subcontractors

ACJV does not currently propose any subcontractors for the work scope of this contract. With our skilled workforce and over 40+ years of experience across Arizona, ACJV has the capability to self-perform 95% of the work anticipated on this contract.

In the event work is to be subcontracted, we will work with the City to select qualified and preferred subcontractors utilizing our subcontractor selection plan below. ***Table 1 presents the scopes of work that can be self-performed and/or subcontracted.***

Subcontractor Selection Plan

ACJV will consider using qualified subcontractors for all specialty trades needed for each project. Selection will not be made by the lowest price alone but through a combination of price and performance factors. To ensure the best mixture of price, productivity, and quality from our subcontracting team, ACJV will consider the following performance factors when selecting subcontractors:

1. Work performance and experience
2. Partnering ability
3. Cost control and pricing
4. Safety program compliance
5. Overall quality of work

ACJV will assign a point value to each of the five factors listed (0-5 points) and will determine the subcontractor to be selected based on the total score.

Implementing these factors into the subcontractor selection process allows for a fair and precise evaluation of each respondent. ACJV can then choose the most qualified subcontractors based on the needs of each project.

ACJV will implement this subcontractor selection plan in the beginning stages of a project to determine which subcontractors will be qualified to provide further pricing when needed. This selection plan benefits the City and ACJV by ensuring that a predetermined, qualified team is assembled to construct all projects and is done in cooperation with the City. ***Additional advantages are outlined in Figure 2.***

Local Subcontractors. ACJV has favorable relationships with regional and local subcontractors who are knowledgeable about the conditions and requirements for working within the City. We have successfully partnered with local subcontractors on previous projects and for the City and will continue to do so for projects assigned through this contract.

FIGURE 2: Key Advantages of ACJV's Subcontractor Selection Process

TABLE 1: Scope of Work to be Self-Performed Versus Subcontracted

Scope of Work	Self-Perform	Subcontract
Slurry	■	
Fiber Slurry	■	
PMM	■	
Fractured Aggregate Surface Treatment (FAST)	■	
Low Volume Chip Seal	■	
High Volume Chip Seal	■	
Optipave	■	
HA5		■
Liquid Road	■	
Onxy	■	
Guardtop Ultra	■	
MC-250	■	
Traffic Control	■	

B. CAPABILITIES TO PERFORM SERVICES

B. CAPABILITIES TO PREFORM SERVICES

ACJV is familiar with the circumstances and challenges that are present when working in a rural community of this size. Below are highlights of previous projects that demonstrate our experience in rural communities and projects with similar scopes of work.

Project Name	Agency	Value	Relevant Features								
			Rural Location	Chip Seal	Slurry Seal	Fiber Slurry	Seal Coat	Crack Seal	Traffic Control	Asphalt Patching	Fog Seal
APP Projects											
City of Yuma Pavement Preservation Services 2024*	City of Yuma	$709k	■		■				■		
Yuma County Slurry Seal 2024*	Yuma County	$1.1M	■		■				■		
City of Yuma Pavement Preservation 2023*	City of Yuma	$1.1M	■		■	■			■		
Yuma County Slurry Seal 2023*	Yuma County	$2.6M	■		■	■			■		
Show Low Slurry Seal*	City Show Low	$468k	■		■				■		
Hoover Dam Parking Lot Rehabilitation*	Aventus	$342k	■				■	■	■	■	
Henderson Pavement Maintenance Program*	City of Henderson	$5M			■		■	■	■	■	
San Luis Slurry Seal 2023*	City of San Luis	$411k	■		■				■		
City of Las Vegas Crack Seal	City of Las Vegas	$1.3M						■	■		
Cactus Projects											
US 95 Chip Seal*	ADOT	$1.05M	■	■					■		
JOA 1 Spring 2023*	City of Phoenix	$1.1M		■			■	■	■	■	
Fall 23 & Spring 24 FAST*	City of Sedona	$1.01M		■	■		■	■	■	■	
Yuma & Mohawk District Fall Chip Seal*	Yuma County	$1.6M	■	■					■		
Neighborhood Pavement Preservation*	City of Casa Grande	$3.5M		■	■		■	■	■	■	
Pavement Maintenance Program 23-24*	City of Buckeye	$2.27M		■	■		■	■	■	■	
FY 23-24 Neighborhood Pavement Preservation*	City of Maricopa	$2.34M		■	■		■	■	■	■	
JOA 2 Fall 23-Spring 24*	City of Phoenix	$2.68M		■	■		■	■	■	■	
Fall 23-24 Chip Seal	Yavapai County	$1.5M	■	■					■		■
Willow Creek Road	City of Prescott	$1.2M	■		■			■	■		
Fall Chip and Fog Seal	Lake Havasu City	$1.1M	■	■					■		■
FY 24 Chip Seal	Camp Verde	$750k	■	■					■		■

**Additional project details and descriptions can be found on the following pages.*

Similar **projects awarded to your firm for Pavement Preservation Services during the last five (5) years**

Fiber and Slurry Seal Projects

1 CITY OF YUMA PAVEMENT PRESERVATION SERVICES 2023

RELEVANT FEATURES
- *Type Ii & III Slurry Seal*
- *Type II & III Fiberized Slurry Seal*

PROJECT DESCRIPTION

APP provided Type II slurry seal, Type III slurry seal, Type II fiber slurry seal, and Type III fiber slurry seal application for the City of Yuma. The project included 111,922 SY of Type II slurry seal, 216,037 SY of Type III slurry seal, 57,882 SY of Type III fiberized slurry seal, 25,943 SY of Type II fiberized slurry seal, traffic control, residential and commercial notifications, and working closely with the City of Yuma Inspector.

100% Self-Performed

PROJECT DETAILS

Client Contact: City of Yuma, Michael Flowers, Public Works Manager

Award Date: 02/2023

Construction Costs: $1.1M

Completion Status/Date: Completed / 04/2023

✓ *The project was completed within budget and on schedule, and the City was pleased with the work.*

2 CITY OF YUMA PAVEMENT PRESERVATION SERVICES 2024

RELEVANT FEATURES
- *Type II & III Slurry Seal*

PROJECT DESCRIPTION

APP provided Type II slurry seal and Type III slurry seal application for the City of Yuma. The project included 241,118 SY of Type III slurry seal, 23,907 SY of Type II slurry seal, traffic control, residential and commercial notifications, and working closely with the City of Yuma Inspector.

100% Self-Performed

PROJECT DETAILS

Client Contact: City of Yuma, Michael Flowers, Public Works Manager

Award Date: 02/2024

Construction Costs: $709k

Completion Status/Date: Completed / 04/2024

✓ *The project was completed within budget, on schedule, and the City was pleased with the work.*

3 SHOW LOW SLURRY SEAL

RELEVANT FEATURES
- *Slurry Seal*
- *Pavement Markings*

PROJECT DESCRIPTION

APP provided Type II slurry seal application for the City of Show Low. This project also consisted of pavement markings application following the Type II slurry seal application. APP has completed the slurry seal application for the Show Low for several years. The project included a total of 265,000 SY of Type II slurry seal, traffic control, sweeping, residential and commercial notification, and working closely with the City of Show Low Inspector.

95% Self-Performed

PROJECT DETAILS

Client Contact: City of Show Low, Trampas Johnston, Engineering Project Manager

Award Date: 02/2024

Construction Costs: $468k

Completion Status/Date: Completed / 06/2024

✓ *The project was completed within budget, on schedule, and the City of Show Low was pleased with the work.*

Fiber and Slurry Seal Projects - continued -

4 YUMA COUNTY SLURRY SEAL 2023

RELEVANT FEATURES
- *Type II & III Slurry Seal*
- *Type II & III Fiberized Slurry Seal*

PROJECT DESCRIPTION

APP provided Type II slurry seal and Type III slurry seal application for Yuma County. The project included a total of 529,284 SY of Type II slurry seal, 252,739 SY of Type III slurry seal, and 251,045 SY of Type III fiber slurry seal. The team was responsible for traffic control, sweeping, residential and commercial notifications, and working closely with the Yuma County Inspector.

100% Self-Performed

Performed Under City of Yuma Pavement Preservation Services Contract

PROJECT DETAILS

Client Contact: Yuma County, Santos Guerrero, Public Works Crew Leader

Award Date: 02/2023

Construction Costs: $2.6M

Completion Status/Date: Completed / 05/2023

✓ *The project was completed within budget, on schedule, and Yuma County was pleased with the work.*

5 YUMA COUNTY SLURRY SEAL 2024

RELEVANT FEATURES
- *Type III Slurry Seal*

PROJECT DESCRIPTION

APP provided Type III slurry seal application for Yuma County. The project included a total of 182,670 SY of Type III slurry seal, traffic control, sweeping, residential and commercial notifications, and working closely with the Yuma County Inspector.

100% Self-Performed

Performed Under City of Yuma Pavement Preservation Services Contract

PROJECT DETAILS

Client Contact: Yuma County, Santos Guerrero, Public Works Crew Leader

Award Date: 02/2024

Construction Costs: $1.1M

Completion Status/Date: Completed / 05/2024

✓ *The project was completed within budget, on schedule, and Yuma County was pleased with the work.*

6 CITY OF SAN LUIS SLURRY SEAL

RELEVANT FEATURES
- *Type II & III Slurry Seal*

PROJECT DESCRIPTION

APP provided Type II slurry seal and Type III slurry application for the City of San Luis. APP has completed the slurry seal application for the City of San Luis for several years. The project included 198,146 SY of Type II slurry seal, 28,782 SY of Type III slurry seal, traffic control, residential and commercial notifications, and working closely with the City of San Luis.

100% Self-Performed

PROJECT DETAILS

Client Contact: City of San Luis, Eulogio Vera, Public Works Director

Award Date: 05/2024

Construction Costs: $411k

Completion Status/Date: Completed / 11/2024

✓ *The project was completed within budget, on schedule, and the City of San Luis was pleased with the work.*

Chip Seal Projects

7 US 95 CHIP SEAL

RELEVANT FEATURES
- *Chip Seal*

PROJECT DESCRIPTION

High-volume TR+ chip seal on US 95 was completed under Cactus' statewide contract for ADOT with a quick turnaround from pricing to production. This project included over 2,200 tons of high-volume pre-coated chips, 357 tons of hot applied TR+ binder, and 70 tons of fog. Additional work included re-striping and traffic control.

90% Self-Performed

Performed Under ADOT Statewide Chip Seal Contract

PROJECT DETAILS

Client Contact: ADOT, Danny Soliz, Highway Operations Superintendent

Award Date: 04/2022

Construction Costs: $1.05M

Completion Status/Date: Completed / 06/2022

✓ *On-site stockpiling allowed for shorter durations in construction.*

8 JOA 1 SPRING 2023

RELEVANT FEATURES
- *Chip Seal*
- *PMM*
- *Crack Seal*
- *Patching*

PROJECT DESCRIPTION

Cactus provided pavement preservation services in select neighborhoods and collector streets throughout the City of Phoenix. Work included 132,000 SY of FAST chip seal, 12,500 lbs of crack seal, 125 utility adjustments, obliteration of transverse striping, traffic control, and public notification.

85% Self-Performed

Performed Under City of Phoenix FAST JOC

PROJECT DETAILS

Client Contact: City of Phoenix, Rick Evans, Street Transportation Superintendent

Award Date: 02/2023

Construction Costs: $1.1M

Completion Status/Date: Completed / 05/2023

✓ *Multiple crews were on-site during construction in various areas, shorting the construction duration.*

9 FALL 23 & SPRING 24 FAST

RELEVANT FEATURES
- *Chip Seal*
- *PMM*
- *Crack Seal*
- *Patching*
- *Seal Coat*

PROJECT DESCRIPTION

This citywide pavement preservation project was completed by Cactus and included 100,000 LF of crack seal, 61,000 SY of PMM seal coat, 47,000 SY of Type II slurry seal, and 61,000 SY of FAST chip seal. Additional work included asphalt patching and overlay, along with striping, traffic control, and notifications.

85% Self-Performed

Performed Under JOC for Pavement Preservation and Roadway Construction

PROJECT DETAILS

Client Contact: City of Sedona, Sal Valenzula, Streets Superintendent

Award Date: 09/2023

Construction Costs: $1.01M

Completion Status/Date: Completed / 04/2024 *(included a winter shutdown)*

✓ *Scheduled and planned work in advance to accelerate construction before the summer tourist season.*

10 YUMA & MOHAWK DISTRICT FALL CHIP SEAL

RELEVANT FEATURES
- *Chip Seal*
- *Fog Seal*

PROJECT DESCRIPTION

Cactus completed county-wide chip seal and fog seal on various roads and streets throughout the Yuma and Mohawk Districts for Yuma County. The project included 1,200 tons of CRS-2P emulsion, 600 tons of low volume chips, and 6,800 tons of high-volume chips. Striping and fog seal were included in the scope of work.

90% Self-Performed

PROJECT DETAILS

Client Contact: Yuma County, Alan Quintero, Project Manager

Award Date: 09/2019

Construction Costs: $1.6M

Completion Status/Date: Completed / 11/2019

✓ *Split fog seal and chip seal activities to ensure a shorter working duration.*

Multi-Discipline Projects

11 NEIGHBORHOOD PAVEMENT PRESERVATION

RELEVANT FEATURES
- *Chip Seal*
- *PMM*
- *Crack Seal*
- *Patching*
- *Seal Coat*
- *Slurry Seal*

PROJECT DESCRIPTION

Cactus performed various scopes of pavement preservation in 10 neighborhoods throughout Casa Grande. Cactus assisted the City with scoping each individual neighborhood prior to giving an estimate. Work included 205,000 lbs of crack seal, 38,000 lbs of mastic, 83,000 gallons of PMM, and 232,000 SY of FAST.

90% Self-Performed

Performed Under JOC Tag-On (IGPA)

PROJECT DETAILS

Client Contact: City of Casa Grande, Chris Lawson, Streets Superintendent

Award Date: 02/2024

Construction Costs: $3.5M

Completion Status/Date: Completed / 05/2024

✓ *Adapted the use of multi-layer systems to save roads from complete reconstruction.*

12 CITY OF HENDERSON PAVEMENT MAINTENANCE PROGRAM

RELEVANT FEATURES
- *Micro-Surfacing*
- *Slurry Seal*
- *Crack Seal*
- *Seal Coat*
- *Pavement Markings*

PROJECT DESCRIPTION

APP is providing micro-surfacing, Type II slurry seal, seal coat, and crack seal to meet the annual needs of the City of Henderson in Nevada. APP is currently on Year 2 of a 5-year renewable contract with the City of Henderson. A total of 1,246,053 SY of micro-surfacing, 397,920 lbs of crack sealant, 206,957 sf of seal coat, 7,770 lbs of mastic have been placed by APP in Henderson for the 2023-2024 contract. This project also consists of the application of pavement markings and markers following the application of the micro-surfacing or slurry seal.

85% Self-Performed

PROJECT DETAILS

Client Contact: City of Henderson, Sajan Abraham, Project Engineer

Award Date: 06/2023

Construction Costs: $5M

Completion Status/Date: Year 2 is currently in progress / 06/2025 *(estimated)*

✓ *Utilized multiple crews to self-perform crack seal, seal coat, and micro-surfacing to ensure completion prior to the cold season.*

13 PAVEMENT MAINTENANCE PROGRAM 23-24

RELEVANT FEATURES
- *Chip Seal*
- *PMM*
- *Crack Seal*
- *Patching*
- *Seal Coat*
- *Slurry Seal*

PROJECT DESCRIPTION

Cactus performed citywide pavement preservation services which included 625 tons of asphalt paving, 170,000 gallons of liquid road, 800 tons of high-volume pre-coated chips, and 148 tons of chip binder, all throughout the city of Buckeye, including neighborhoods and arterial roads.

90% Self-Performed

Performed Under Pinal County JOC Tag-On

PROJECT DETAILS

Client Contact: City of Buckeye, Luis Aguilar, Street Superintendent

Award Date: 11/2023

Construction Costs: $2.27M

Completion Status/Date: Completed / 05/2024

✓ *Utilized multiple crews during construction to ensure the project was completed during the proper time frame for weather associated with preservation projects.*

Multi-Discipline Projects - continued -

14 FY 23-24 NEIGHBORHOOD PAVEMENT PRESERVATION

RELEVANT FEATURES
- *Chip Seal*
- *PMM*
- *Crack Seal*
- *Patching*
- *Seal Coat*
- *Slurry Seal*

PROJECT DESCRIPTION

Cactus was awarded this multiple neighborhood preservation project that included 200,000 lbs of crack seal, 134,000 Gallons of TRMSS, 23,000 lbs of mastic, and 34,000 SY of Type II slurry. Work was completed over the course of four months with multiple crews spread throughout the city depending on discipline.

80% Self-Performed

Performed Under 1GPA JOC Tag-On

PROJECT DETAILS

Client Contact: City of Maricopa, Tammy Valadez Paz, Project Manager

Award Date: 12/2023

Construction Costs: $2.34M

Completion Status/Date: Completed / 05/2024

- ✓ *Crews worked night and day shifts to ensure project delivery was on time, depending on the location.*
- ✓ *The team provided notifications to residents and the general public to ensure a safe and productive work zone.*

15 HOOVER DAM PARKING LOT REHAB

RELEVANT FEATURES
- *Micro-Surfacing*
- *Slurry Seal*
- *Crack Seal*
- *Seal Coat*
- *Pavement Markings*

PROJECT DESCRIPTION

APP provided asphalt patching, crack sealing and seal coating to the historic Hoover Dam Parking Lots. APP placed 3.62 miles of crack seal and 50,703 SY of Type 2 Polymer Modified Seal Coat PMM Ultra. This project had to be meticulously planned due to it being a highly visited place. The application of the crack seal and seal coat had to be carefully placed to avoid having any splatter on the historic walls.

100% Self-Performed

PROJECT DETAILS

Client Contact: Aventus, Greg Bristol, Chief Project Officer

Award Date: 12/2022

Construction Costs: $342k

Completion Status/Date: Completed / 06/2023

- ✓ *Being extra cautious by taping off historic walls helped tremendously with preventing any issues.*
- ✓ *The extra planning and coordination completed with federal government officials and the contractor reduced the impact on the public and helped the project run smoothly.*

16 JOA 2 FALL 23-SPRING 24

RELEVANT FEATURES
- *Chip Seal*
- *PMM*
- *Crack Seal*
- *Patching*
- *Seal Coat*
- *Slurry Seal*

PROJECT DESCRIPTION

Cactus performed pavement preservation services in select neighborhoods and collector streets throughout the City of Phoenix. Work included 131,000 SY of HV and LV FAST chip seal, 40,000 lbs of crack seal, 6,500 lbs of mastic seal, 2,100 SY of asphalt patching, 46,000 SY of Type II slurry seal, 322,000 SY of liquid road application, 155 utility adjustments, obliteration of transverse striping, traffic control, and public notifications.

85% Self-Performed

Performed Under City of Phonenix FAST JOC

PROJECT DETAILS

Client Contact: City of Phoenix, Rick Evans, Street Transportation Superintendent

Award Date: 09/2023

Construction Costs: $2.68M

Completion Status/Date: Completed / 04/2024

- ✓ *Included multiple crews, skilled traffic control subcontractors, and a public outreach team for notifications.*

ACJV's Approach to Receiving a New Project Request

ACJV's experience with roadway projects throughout the years has guided us in developing processes specifically tailored to pavement preservation. Our process is described below and shown in the graphic at the bottom of this page.

We have evolved a specific step-by-step criteria, beginning when ACJV receives the formal project request from the City. Our team reviews the request, and a comprehensive estimate is prepared, including the entire scope of work. Each work item is estimated according to the agreed-upon price list developed as part of the original RFQ. The estimate is then submitted to the City for approval. Once a Notice to Proceed (NTP) is received, ACJV will set up the project in our system and assign a project number. From this point, the project will move to the scheduling phase. Once scheduling is complete, ACJV will notify the City when we intend to begin the project. Public notifications will be issued when the City approves the start date, and message boards will be strategically placed throughout the project limits. A daily production schedule is also developed so all stakeholders know how the project is expected to proceed and the sequence concerning items of work. When considering this process with the City, Project Manager Parrish Bowes will update Smartsheet concerning the progress of each project weekly or as needed.

Systems Used

ACJV uses the following software programs to manage and construct projects. These systems have successfully performed on previous project, for various municipal agencies. These systems include:

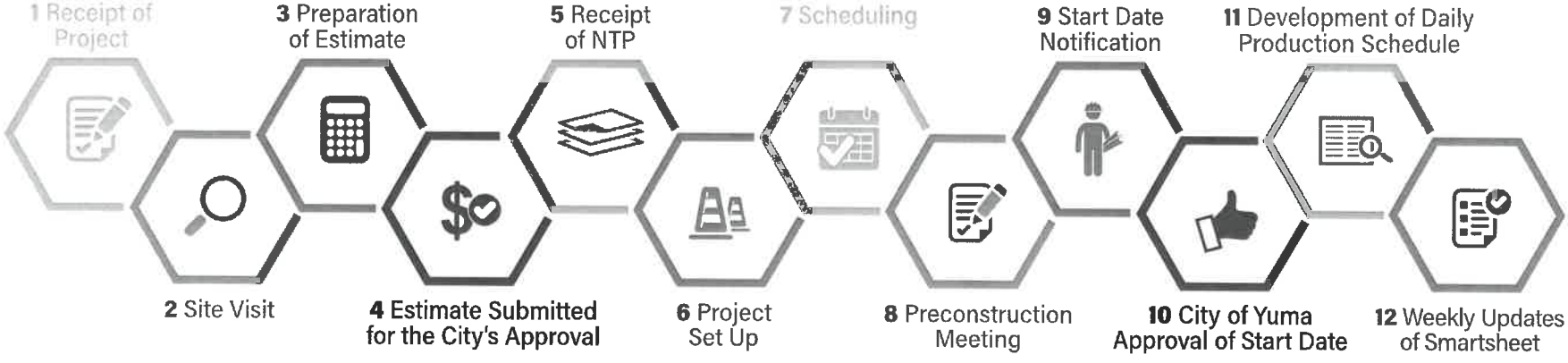
Planning and Scheduling. Microsoft Project Software is used to generate a critical path method schedule.

Project Estimating. ACJV utilizes Bid2Win software for generating accurate cost estimates concerning each phase and scope of work for each project.

Project Management. Viewpoint and Build2Win software are used to track construction progress and costs.

Project Engineering. AGTEK, PLANSWIFT, and Bluebeam Software are used for digitizing plans and calculating area, quantities, and volumes.

FIGURE 1: New Projects Process



Ensuring Timely Completion

ACJV offers an experienced team that understands the importance of collaboration with the owner and engineer to achieve the project's schedule goals. Our team will lead the effort to ensure we include the complete scope, existing conditions, and other elements that would affect the project in our preliminary schedule. If these items do not align with the project goals, we will work with the City and engineer on potential alternative options (value engineering), evaluate a possible reduction in scope, eliminate unnecessary work, or further partner with subcontractors and suppliers for additional options until we are able to meet the desired schedule. In most scenarios, we have the capability to expedite the schedule through additional crews, double shifts, or weekend work to complete goals within the preferred time frame, which we would incorporate into the final schedule.

As ACJV partners with multiple agencies, we have become accustomed to pre-scheduling anticipated work needed in the future seasons when capacity is decreased. We regularly block out dates early in the year in anticipation of projects that can be determined at a later date.

Planning and Scheduling

A preliminary Critical Path Method (CPM) schedule will be prepared for each project to help the ACJV team concentrate on critical path activities, phasing for each project, and offer guidance on up-front activities that need to occur well in advance of critical construction milestones. ACJV will provide the schedule guidance needed to help plan and coordinate critical activities so they don't become problematic during construction. The ACJV team has the ability to accelerate critical work when needed.

Managing Construction

Project management and field staff meet regularly to discuss ongoing and upcoming projects. All field superintendents and key operators are experienced in a variety of pavement preservation techniques. ACJV has the capability to assign multiple crews to a particular project to ensure completion in accordance with the project requirements. Parrish will be the project manager, while Orlando Soto and Ryan Sanna will oversee the field staff. Parrish, Orlando, and Ryan will collectively be responsible for maintaining schedules.

Before the commencement of any project, the project management staff conducts an internal preconstruction meeting. During this meeting, all specific project items are reviewed, and any concerns or coordination details are addressed. The project management staff is committed to supporting the field team, staying involved throughout the entire project, and ensuring timely completion.

Ryan and Orlando will manage pavement surface treatment and oversee labor and equipment requirements. Parrish and Ryan will ensure the superintendent has the appropriate labor and equipment resources to complete the job correctly and on time. Parrish, Ryan, and Orlando will inspect work, checking for homogeneous mixes, straight lines, acceptable seams, hand work, and properly finished work zones.

Quality Control and Quality Assurance

Quality control (QC) and quality assurance (QA) go hand in hand to manage materials, testing, and construction. Parrish will work closely with ACJV's various laboratory partners to facilitate testing any required materials before and during a project. Parrish, Ryan, and Orlando will ensure all material certifications and on-site testing requirements are met according to industry standards and the City's expectations.

ACJV superintendents are on the job at all times, performing duties such as checking application rates, monitoring breaking and setting times to adjust the mix as the temperature changes during the day, watching over the crew to ensure workmanship is better than acceptable, overseeing the staging area to ensure it is managed properly, and communicating with any subcontractors. ACJV will meet and exceed the City's quality objectives on each project through:

Scheduling and Forecasting. ACJV emphasizes timely project completion through daily communication among the City, field teams, and project management, supplemented by weekly meetings and detailed scheduling to ensure resource availability.

Construction Safety. ACJV prioritizes construction safety with public notifications, proper traffic control, weekly safety meetings, superintendent-led hazard assessments, and ongoing field supervision by project management staff.

Testing. Materials undergo testing as per contractual requirements.

Surface Treatment Preparation. Prior to surface treatment application, ACJV ensures clean and prepared surface work areas, protected utility valve covers, and a clear work zone free of obstacles daily under superintendent oversight.

Subcontractor Coordination and Oversight. ACJV mandates subcontractors to provide material certifications and supervises their work to ensure compliance with specifications, proper traffic control, timely completion, and daily site maintenance.

Traffic Management. ACJV ensures proficient traffic control through ATSSA-certified key personnel, regular inspections by designated staff, continuous maintenance of traffic control devices during construction on arterial or collector streets, and ongoing supervision to uphold traffic safety standards.

Construction Safety

During construction, the proposed ACJV team will have a stringent focus on completing the work safely and methodically. Traffic Control Plans (TCPs) and safety protocols will be assembled and presented as part of each project. Safe work practice, accident/incident prevention, and safety meetings will be carried out daily as part of our management in the field.

Value Engineering

Our team is committed to finding value engineering solutions and the best means and methods for all aspects of pavement preservation projects. We stay proactively involved during design and preconstruction, and our value-focused mindset continues throughout construction. Value engineering considerations will be presented preliminarily to validate interest from the City to further explore the value engineering and to gain a general idea as to whether or not the value engineering solution has enough substantial benefit to the project to pursue. ACJV will partner with the City to present value engineering opportunities that are of interest and add value to the projects.

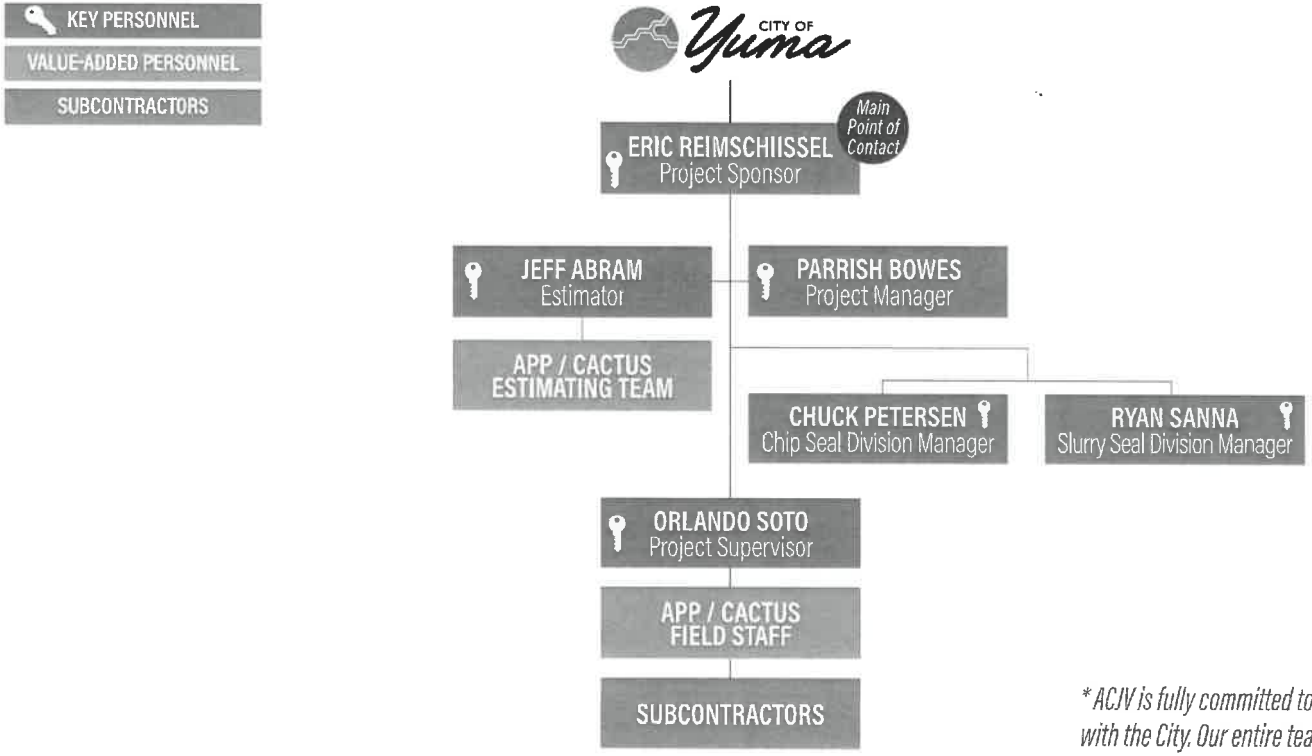
CASE STUDY | CITY OF COTTONWOOD FRACTURED AGGREGATE SURFACE TREATMENT (FAST) PROJECT

The City of Cottonwood reached out to Cactus after they had completed a previous road resurfacing project on 12th Street that had become slick and was causing accidents. Cactus proposed various materials and treatment options, and the City opted for a high-volume FAST chip seal solution. Pleased with the outcome, the City issued a substantial hard bid solicitation for similar pavement preservation work in residential areas connecting Main Street. Cactus won the bid and performed the $300,000 2020 pavement preservation project. Without the need for crack sealing, our team applied the binder and aggregate, followed by sweeping the excess to prepare for the final fog seal treatment, completing the 46,755 SY project within two days. Additionally, the project was finished $13,000 under budget.

C. Qualifications of Individuals

C. QUALIFICATIONS OF INDIVIDUALS

Under APPH, APP and Cactus are able to utilize resources from each firm to further enhance their services. APP and Cactus are regional leaders in slurry seal and micro surfacing applications, and this team brings unparalleled pavement preservation experience under one umbrella. *Qualifications and descriptions of project roles for our personnel are included on the following pages.*



** ACJV is fully committed to maintaining a successful partnership with the City. Our entire team is prepared and available to quickly handle any project, ensuring a responsive approach to all upcoming tasks while delivering exceptional service.*

ERIC REIMSCHIISSEL

Employer / Years:
APP / 15 years

Industry Experience: 48 years

Qualifications. Eric has over 48 years of experience in the asphalt preservation and placement industry. He has played an integral part in educating the general public and public agencies on the benefits of implementing pavement preservation policies and applications. Eric is very active in the company's day-to-day operations and takes a hands-on approach to servicing its clients, ensuring every effort is expended to meet the customers' needs and expectations.

Role. As the **Project Sponsor**, Eric will be the City's single point of contact and will closely coordinate with the team, including the City and all necessary subcontractors, to ensure every project is successfully executed. He will use his expertise to provide guidance on resolving issues with strong problem-solving skills. Eric brings over 40 years of civil construction experience and is well-versed in all facets of pavement preservation and maintenance, ensuring projects are completed safely, on time, and within budget while meeting all specifications and quality goals.

Education, Certifications, and Training.

- OSHA 30-Hour
- CPR/First Aid
- Clark County Dust Control Certification
- State of Nevada Pest Control Certified
- ATSSA Traffic Control Supervisor

Comparable Projects. *(Detailed on pages 7-11)*

- 1, 2, 3, 4, 5, 6, 12, 15

Benefits.

- ✓ *Familiar with the City of Yuma's procedures and expectations and has established relationships with inspectors, directors, and project managers.*
- ✓ *Worked on hundreds of slurry seals, fiberized slurry seals, micro-surfacing, cape seals, and pavement preservation projects throughout the Western United States.*

PARRISH BOWES

Employer / Years:
APP / 1 year

Industry Experience: 32 years

Qualifications. With over 32 years of experience in the road maintenance industry, Parrish has vast knowledge in understanding project specifications and the successful steps needed to complete projects within budget and on time. He has managed several projects with applications of slurry seal, chip seal, micro-surfacing, fog seal, seal coat, and cape seals.

Role. As the **Project Manager**, Parrish will ensure accurate planning and scheduling of each project, manage subcontractors, and track project progress and completion. He will provide on-site project leadership, oversee product placement, ensure resource needs (labor and equipment), manage owner relations, and resolve potential issues. Parrish will be work closely and communicate with Ryan, Orlando, and the project team, including the City on a daily basis to ensure projects are completed on time and within budget.

Education, Certifications, and Training.

- WRAPP Western Regional Association for Pavement Preservation Member
- ATSSA Traffic Control Supervisor
- CPR/First Aid
- Slurry Systems Workshop Multi-Year Attendee

Comparable Projects. *(Detailed on pages 7-11)*

- 3, 6

Benefits.

- ✓ *Familiar with the City of Yuma's procedures and expectations and has established relationships with many agency inspectors and project managers.*
- ✓ *Worked on hundreds of chip seal, slurry seal, and cape seal projects throughout the Southwest United States.*

JEFF ABRAM

Employer / Years:
Cactus / 9 years

Industry Experience: 19 years

Qualifications. Jeff has 19 years of industry experience and has served as lead estimator for Cactus over the past eight years. He has successfully priced and participated in City of Yuma projects and other relevant contracts for municipalities including Pinal County, City of Glendale, City of Prescott, and the City of Phoenix.

Role. As **Estimator**, Jeff will maintain a high-level view of costs and quickly provide viable estimates to ensure construction begins in a timely fashion while managing the resources best suited to each project. The City will benefit from Jeff's extensive knowledge and experience in civil construction, asphalt paving, pavement preservation, and all other aspects related to this contract.

Education, Certifications, and Training.

- BS Construction Management, Arizona State University
- OSHA 10-Hour / OSHA 30-Hour
- 16-Hour Erosion Control Coordinator
- National Safety Council Flagger Training
- Maricopa County Dust Coordinator

Comparable Projects. *(Detailed on pages 7-11)*

- 7, 8, 9, 10, 11, 13, 14, 16

Benefits.

- ✓ *Well-versed in regional standards and specifications in relation to pavement preservation and construction.*

CHUCK PETERSEN

Employer / Years:
Cactus / 5 years

Industry Experience: 15 years

Qualifications. Chuck brings over 15 years of experience in the road maintenance industry. He has a proven track record of successfully leading pavement preservation projects. His ability to foster team cohesion and implement effective communication practices positions him as a valuable asset for delivering projects that meet the City's needs and expectations.

Role. As the **Chip Seal Division Manager**, Chuck will oversee and schedule crews, equipment, material delivery, and production coordination. He will assist with pre- and post-job inspections, constructability reviews, and QA/QC support. Chuck will collaborate with Parrish and Jeff to manage all aspects related to chip seal and provide on-site support for any issues or challenges that arise during production.

Education, Certifications, and Training.

- OSHA 30-Hour
- CPR/First Aid
- MSHA

Comparable Projects. *(Detailed on pages 7-11)*

- 7, 8, 9, 10

Benefits.

- ✓ *Worked on more than 60 chip seal and fog seal projects throughout Arizona, including four projects in Yuma.*
- ✓ *Knowledgeable on product application rates and best practices for chip seal and fog seal, etc.*

RYAN SANNA

Employer / Years:
APP / 5 years

Industry Experience: 7 years

Qualifications. Ryan has seven years of experience in pavement preservation and has managed multiple projects, primarily supervising work in Arizona. He has worked with the City of Yuma, Yuma County, City of San Luis, City of Somerton, Navajo County, and City of Show Low. Ryan has also worked on fiberized slurry seal projects and is known for effectively motivating crew members to complete projects on time and within budget.

Role. As the **Slurry Seal Division Manager**, Ryan will be responsible for overseeing the daily operations slurry seal project sites, including managing crew members, work schedules, and overall project progress. He will collaborate and communicate effectively with the City's project team and coordinate material deliveries with suppliers to ensure timely and efficient project execution. Additionally, Ryan will create and maintain project schedules, resolve any potential issues that arise, and assist the public and residents with their concerns. A key aspect of his role will be to maintain a safe working environment at all times.

Education, Certifications, and Training.

- OSHA 30-Hour
- CPR/First Aid
- Clark County Dust Control Certified
- ATSSA Flagger Certified
- State of Nevada Pest Control Certified

Comparable Projects. *(Detailed on pages 7-11)*

- 1, 2, 4, 5, 6, 12

Benefits.

- ✓ *Has established a great rapport and working relationship with the City of Yuma and Yuma County from working as a team and providing quality applications.*
- ✓ *Familiarity and conformance with the City of Yuma's procedures and expectations.*

ORLANDO SOTO

Employer / Years:
APP / 14 years

Industry Experience: 14 years

Qualifications. Orlando has over 14 years of experience in the asphalt maintenance industry. He worked in many different positions in slurry seal operations, from squeegee and traffic control to operating the slurry seal machine. Orlando has managed several projects over the years but has mainly focused on supervising projects in Arizona. He has worked with the City of Yuma, Yuma County, City of San Luis, City of Somerton, Navajo County, and City of Show Low.

Role. As **Project Supervisor**, Orlando will supervise and manage the project team on-site to ensure project goals are met. He will coordinate the delivery of materials, ensure the correct materials and application methods are chosen, and monitor the their placement to ensure they conform with the specifications. Orlando will be responsible for creating and maintaining project schedules, resolving any potential issues, assisting the public/residents with any concerns, and maintaining a safe environment.

Education, Certifications, and Training.

- OSHA 10-Hour
- CPR/First Aid
- Clark County Dust Control Certified
- ATSSA Flagger Certified

Comparable Projects. *(Detailed on pages 7-11)*

- 1, 3, 4, 5, 6, 12

Benefits.

- ✓ *Familiar with the City of Yuma's procedures and expectations and has established relationships with inspectors, directors, and project managers.*
- ✓ *Knowledge and expertise in operations and placement of slurry seal, fiberized slurry seal, and micro-surfacing.*

CITY OF YUMA
RFQ-24-350
Pavement Preservation Services

Company Name: APP-Cactus Joint Venture (ACJV)

Completed By: Jeff Abram

List Projects/Conracts below that have been processed by your Company in regards to Pavement Preservation Services within the past 5 years.

If an ongoing project, indicate the start date.

	Name of Agency/Company	Name of Project	Date Started	Date Completed	Contract Amount	Contact Name	Title	Email Address	Phone #
1.	City of Yuma	Yuma Pavement Preservation Services 2024	03/2024	04/2024	$709,413	Michael Flowers	Public Works Manager	Michael.Flowers@YumaAz.Gov	928-373-4539
2.	Yuma County	Yuma County Slurry Seal 2024	04/2024	05/2024	$1,095,746	Santos Guerrero	Project Crew Leader	santos.guerrero@yumacountyaz.gov	928-581-9864
3.	City of Yuma	Yuma Pavement Preservation Services 2023 (Fall & Spring)	04/2024	11/2024	$1,142,422	Michael Flowers	Public Works Manager	Michael.Flowers@YumaAz.Gov	928-373-4539
4.	Yuma County	Yuma County Slurry Seal 2023 (Fall & Spring)	04/2024	11/2024	$2,606,909	Santos Guerrero	Project Crew Leader	santos.guerrero@yumacountyaz.gov	928-581-9864
5.	City of Show Low	Show Low Slurry Seal	06/2024	06/2024	$468,943	Trampas Johnston	Engineering Project Manager	tjohnston@showlowaz.gov	928-532-4084
6.	City of San Luis	San Luis Slurry Seal	05/2024	05/2024	$197,270	Eulogio Vera	Public Works Director	evera@sanluisaz.gov	928-341-8577
7.	City of Henderson	City of Henderson Pavement Maintenance Program 2024	07/2024	Ongoing	$4,536,877	Sajan Abraham	Public Works Lab Manager	sajan.abraham@cityofhenderson.com	702-267-3119
8.	City of Henderson	City of Henderson Pavement Maintenance Program 2023	07/2023	06/2024	$4,638,229	Sajan Abraham	Public Works Lab Manager	sajan.abraham@cityofhenderson.com	702-267-3119
9.	City of Las Vegas	City of Las Vegas 2024 Slurry Seal	04/2024	Ongoing	$6,000,000	Michael Janoff	Construction Representative	mjanoff@lasvegasnevada.gov	702-229-6227
10.	City of Las Vegas	City of Las Vegas 2023 Slurry Seal	04/2023	11/2023	$5,217,283	Michael Janoff	Construction Representative	mjanoff@lasvegasnevada.gov	702-229-6227
11.	City of Las Vegas	City of Las Vegas 2024 Crack Seal	11/2023	03/2024	$808,602	Michael Janoff	Construction Representative	mjanoff@lasvegasnevada.gov	702-229-6227
12.	City of Las Vegas	City of Las Vegas 2023 Crack Seal	11/2022	03/2023	$1,308,500	Michael Janoff	Construction Representative	mjanoff@lasvegasnevada.gov	702-229-6227
13.	Salt Lake County	Salt Lake County 2024 Slurry Seal	05/2024	Ongoing	$1,200,000	Steve Arnold	Pavement Manager	sarnold@slco.org	385-468-6132
14.	Salt Lake County	Salt Lake County 2023 Slurry Seal	07/2023	08/2023	$1,104,739	Steve Arnold	Pavement Manager	sarnold@slco.org	385-468-6132
15.	Boulder City	Boulder City Pavement Preservation Crack Seal	03/2024	06/2024	$1,434,966	Jim Keane	City Engineer	jkeane@bcnv.org	702-293-9200
16.	City of Maricopa	FY 23-24 Neighborhood Pavement Preservation	01/2024	05/2024	$2,345,985	Tammy Valadez Paz	Project Manager	tammy.valadezpaz@maricopa-az.gov	520-316-6843
17.	City of Buckeye	Pavement Maintenance Program 23-24	11/2023	06/2024	$2,275,435	Richard Vereecken	Streets Operations Manager	rvereecken@buckeyeaz.gov	623-243-2913

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2024

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

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

PRODUCER
Crest Insurance Group, LLC
7272 E. Indian School Rd. Suite 375
Scottsdale AZ 85251

License#: 967026
AMERPAV-03

CONTACT NAME: Lauren Baker
PHONE (A/C, No, Ext): 480-801-9892 **FAX (A/C, No):** 480-839-2272
E-MAIL ADDRESS: lbaker@crestins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : QBE Specialty Insurance Company	11515
INSURER C : Navigators Specialty Ins. Co.	36056
INSURER D : Endurance American Specialty	41718
INSURER E :	
INSURER F :	

INSURED
American Pavement Preservation LLC
American Pavement Holdings, Inc.
4725 East Cartier Avenue
Las Vegas NV 89115

COVERAGES **CERTIFICATE NUMBER:** 140158543 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	GLO-6946088-01	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible:	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 25,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	BAP-6946087-01	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B C D	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			140001084 LA24EXCZ0E614IC ELD30038710001	6/1/2024 6/1/2024 6/1/2024	6/1/2025 6/1/2025 6/1/2025	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC-6946089-01	6/1/2024	6/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder and others when required in a written contract or agreement are Additional Insured (General Liability & Automobile Liability) per the attached endorsement forms. Coverage is Primary & Non-Contributory (General Liability & Automobile Liability) per the attached endorsement forms. Waiver of Subrogation (General Liability, Automobile Liability & Workers Compensation) applies per the attached endorsement forms. Applicable Forms: CG24041219, UCA424HCS, UGL2162ACW, WC000313, WC040306, CG25030509. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions.
RE: RFQ-24-350

CERTIFICATE HOLDER

City of Yuma
Yuma AZ 85364

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Cody Ritchil

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 6946088-01	Effective Date: 06/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
ANY CONSTRUCTION PROJECT EXCEPT A CONSTRUCTION PROJECT FOR WHICH A CONSOLIDATED (WRAP-UP) OR SIMILAR INSURANCE PROGRAM HAS BEEN PROVIDED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Coverage Extension Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 6946087-01	Effective Date: 06/01/2024

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06-01-24** Policy No. **WC 6946089-01** Endorsement No.

Insured **PAVEMENT PRESERVATION GROUP, INC.** Premium $ **INCL.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

Countersigned By _____

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Addenda Acknowledgement Form

Solicitation addenda are posted on the
City of Yuma Bonfire Procurement Portal identified as:

Ref #: RFQ-24-350

Project: Pavement Preservation Services

It is the responsibility of the Responder to check the Yuma Procurement Portal for any addenda to the solicitation.

Responders must acknowledge any and all solicitation addenda issued to include the date of the addenda. Written acknowledgement is material term of the bidding contract and a material consideration for the awarding of any contract. The Responder's signature(s) below confirms receipt and consideration of the information contained in the addenda. If no addenda were issued, indicate as such by signing at the bottom of the page and upload to the Yuma Procurement Portal. Failure to meet this material term results in a non-responsive bid and will not be considered for evaluation and award.

Company Name: APP-Cactus Joint Venture (ACJV)

	Dated	***Acknowledgement/Signature***
Addendum #1	07/30/2024	Jeff Abram Digitally signed by Jeff Abram Date: 2024.08.06 07:31:59 -07'00'
Addendum #2		
Addendum #3		
Addendum #4		
Addendum #5		
Addendum #6		
Addendum #7		
Addendum #8		
Addendum #9		
Addendum #10		

No Addenda were issued as part of this solicitation.

Signature Date

Upload this completed and signed document to the
Yuma Procurement Portal for the associated solicitation.

RFQ # 24-350

Project: Pavement Preservation Services

AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION AND WAIVER

I, Jeff Abram, the undersigned, on behalf of APP-Cactus Joint Venture (ACJV) (this company), do hereby consent and authorize all those companies and government entities listed in my Statement of Qualifications and any other government entity for whom this company has performed construction services, to disclose and release to the City of Yuma, or their representatives, information, records and opinions concerning this company's construction performance. The purpose of this disclosure is to provide references to the City of Yuma. APP-Cactus Joint Venture (ACJV) hereby waives any claim it may have against the City of Yuma or any company or entity providing information to the City of Yuma by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for the term of the contract.

This consent or Photostat copy of this authorization shall be as valid and effective as the original.

Dated: 8/6/24

Signature: Jeff Abram Digitally signed by Jeff Abram Date: 2024.08.06 07:33:05 -07'00'

Printed Name: Jeff Abram

Title: Director of Sales/Estimating

Return this completed and signed document with your Statement of Qualifications

RFQ # 24-350

Project: Pavement Preservation Services

CERTIFICATION OF INSURABILITY

I hereby certify that in seeking to be selected as a Qualified Contractor by the City of Yuma for the Pavement Preservation Services project, Contract No. RFQ-24-350, I am fully aware of Insurance Requirements contained in the RFQ solicitation, and by the submission of this Statement of Qualifications, I hereby assure the City of Yuma that I am able to produce the insurance coverage required should I be selected to be awarded such contracts.

Dated: 8/6/24

Signature of Offeror: Jeff Abram Digitally signed by Jeff Abram Date: 2024.08.06 07:34:20 -07'00'

Printed Name: Jeff Abram

Title: Director of Sales/Estimating

Return this completed and signed document with your Statement of Qualifications

2 CFR SECTION 200 CERTIFICATIONS

Solicitation # RFQ-24-350 Title: Pavement Preservation Services

Vendor Name: APP-Cactus Joint Venture (ACJV)

The following certifications and provisions are required and apply when the City of Yuma expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the City of Yuma and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at $100,000, which is the inflation adjusted amount determined by the laws of the State of Arizona and the Charter of the City of Yuma, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when the City of Yuma expends federal funds, City of Yuma reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

(B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $5,000)

Pursuant to Federal Rule (B) above, when City of Yuma expends federal funds, City of Yuma reserves the right to immediately terminate any agreement in excess of $5,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. City of Yuma also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if City of Yuma believes, in its sole discretion that it is in the best interest of the City of Yuma to do so. Vendor will be compensated for work performed and accepted and goods accepted by the City of Yuma as of the termination date if the contract is terminated for convenience of the City of Yuma. Any award under this procurement process is not exclusive and the City of Yuma reserves the right to purchase goods and services from other vendors when it is in the City of Yuma's best interest.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

(C). Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when the City of Yuma expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

2 CFR SECTION 200 CERTIFICATIONS

Does Vendor agree to abide by the above? YES ja Initials of Authorized Representative of Vendor

(D). Davis-Bacon Act

Applicable ONLY to prime construction contracts in excess of $2,000 where federal funds are being used for the project. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

LOCATE WAGE DETERMINATIONS AT: https://sam.gov/content/wage-determinations

Pursuant to Federal Rule (D) above, when the City of Yuma expends federal funds during the term of an award for all contracts and sub-grants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

(E) Copeland "Anti-Kickback" Act:
The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (E) above, when the City of Yuma expends federal funds during the term of an award for all contracts and sub-grants for Public Building or Public Work Financed in Whole or in Part by a Grant from the United States the Vendor will be in compliance with all applicable Copeland "Anti-Kickback" Act provisions.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

(F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible

provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (F) above, when the City of Yuma expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the City of Yuma resulting from this procurement process.

Does Vendor agree? YES____ja_____Initials of Authorized Representative of Vendor

(G) Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (G) above, when federal funds are expended by the City of Yuma, Vendor certifies that during the term of an award for all contracts by the City of Yuma resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES____ja_____Initials of Authorized Representative of Vendor

(H) Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (H) above, when federal funds are expended by the City of Yuma, Vendor certifies that during the term of an award for all contracts by the City of Yuma resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (H) above.

Does Vendor agree? YES____ja_____Initials of Authorized Representative of Vendor

(I) Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OBM guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189 and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2 CFR SECTION 200 CERTIFICATIONS

Pursuant to Federal Rule (I) above, when federal funds are expended by the City of Yuma, Vendor certifies that during the term of an award for all contracts by the City of Yuma resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES_____ja_____Initials of Authorized Representative of Vendor

(J) Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, when federal funds are expended by the City of Yuma, Vendor certifies that during the term and after the awarded term of an award for all contracts by the City of Yuma resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does Vendor agree? YES_____ja_____Initials of Authorized Representative of Vendor

(K) Procurement of Recovered Materials

When federal funds are expended, the City of Yuma and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and

(3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (K) above, when federal funds are expended by the City of Yuma, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

2 CFR SECTION 200 CERTIFICATIONS

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

(L) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to Federal Rule (L) above, when federal funds are expended by the City of Yuma, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

(M) Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (M) above, when federal funds are expended by the City of Yuma, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

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RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the City of Yuma for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

2 CFR SECTION 200 CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the City of Yuma expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the City of Yuma not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non- discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

2 CFR SECTION 200 CERTIFICATIONS

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: APP-Cactus Joint Venture (ACJV)

Address, City, State, and Zip Code: 8211 W. Sherman St. Tolleson AZ 85353

Phone Number: 623-907-2800 Email Address: ja@pavementpreservationgroup.com

Printed Name: Jeff Abram

Title of Authorized Representative: Director of Sales/Estimating

Signature of Authorized Representative: Jeff Abram Digitally signed by Jeff Abram Date: 2024.08.06 07:30:42 -07'00'

Date: 8/6/2024

EXHIBIT B

SCOPE OF WORK

Attached: SCOPE OF WORK FY2027 PAVEMENT PRESERVATION PROGRAM

REQUEST FOR QUALIFICATIONS

RFQ-24-350
Pavement Preservation Services

The City of Yuma invites qualified firms to submit a Proposal to provide professional services for Pavement Preservation Services.

Respondents to this Request for Qualifications shall submit to the City of Yuma a proposal, which will address the various components as set forth in the Request for Qualifications.

All respondents must register with City's Procurement Portal in order to obtain all the documents and submit a Response to the Request for Qualifications. All documentation is located in the City's Procurement Portal at: https://yumaaz.bonfirehub.com

Sealed proposals from qualified firms will be received through the City's Procurement Portal https://yumaaz.bonfirehub.com by 11:00 a.m., AZ time, 08/08/24 unless changed by Addendum. RFQs must be submitted in accordance with the requirements of the Request for Qualifications (RFQ).

CONTRACTORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

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ATTACHMENTS (Located in Procurement Portal)

*2CFR Section 200 Certifications Fill Form
*Addenda Form
*Authorization for Release of Performance Information & Waiver
*Certification of Insurability
*Offer and Acceptance Form
RFP-24-350 Pavement Preservation Services
Sample RFQ Professional Service Contract
Sample Request for Quote RFQ-24-350

**Required to be sign, completed and submitted in the Procurement Portal*

I. INSTRUCTIONS TO CONTRACTORS

A. Communications / Questions

1. All communications concerning this solicitation must be directed to the Procurement Division via the City's Procurement Portal.
2. No other City official or City employee is empowered to speak for the City with respect to the RFQ. Any Contractor seeking to obtain information, clarification, or interpretations from any other City official or City employee other than identified above, is advised that such material is used at the firm's own risk. The City will not be bound by any such information, clarification, or interpretation. Any such contact may result in the RFQ being disqualified.
3. At no time during the solicitation and prior to award, Contractors shall not have any communication with any City employee. Contact by a Contractor regarding this RFQ with a City employee other than a Procurement Division representative may be considered grounds for rejection of the RFQ submitted.
4. As questions submitted require adequate time for response preparation, Contractors are asked to submit all questions by the date and time indicated in this solicitation.
5. Questions must be received through the City's Procurement Portal by **11:00 AM MST, August 8, 2024,** so a response may be posted as an addendum to the RFQ, through the Procurement Portal.

B. Preparation for Response

1. It is the responsibility of all Contractors to examine the entire solicitation package and seek clarification by submitting questions through the City's Procurement Portal (Bonfire) prior to the end of the Questions Due Date and Time for any item or requirement that may not be clear, and to check all responses for accuracy before submitting any documents for the response to the RFQ.
2. All responses shall be on the forms provided in the solicitation package unless otherwise indicated.
3. The Offer and Acceptance form shall be returned with the submittal with an original signature or electronic signature by a person authorized to sign for the firm.
4. It is the Contractor's responsibility to obtain any addenda relevant to this solicitation. Failure to submit Addenda Form with the solicitation response shall be grounds for deeming the RFQ non-responsive.
5. Periods of time, stated as a number of days, shall be calendar days.
6. It is the responsibility of the Contractor to submit the qualifications through the City's Procurement Portal by the time provided in the solicitation.
7. Negligence in preparing a Response confers no right of withdrawal after the due date and time of the RFQ. No Response shall be altered, amended, or withdrawn after the specified RFQ due date and time.

8. The City shall not reimburse the cost of developing, presenting, or providing any responses to this solicitation. Response submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

C. PROCESSING OF RFQ

Proposals will be received through the City's Procurement Portal https://yumaaz.bonfirehub.com by 11:00 am MST on **08/08/2024**. Public reading will be held 08/08/2024 11:10am AZ Time via Microsoft Teams, at: **Click here to join the meeting** **Meeting ID: 250 375 466 245 Passcode: GNHyjB**

****NOTICE OF POTENTIAL DISQUALIFICATION FOR INCOMPLETE SUBMITTAL****

Please be advised that failure to comply with the following criteria may result in disqualification due to an incomplete submittal:

1. Provide all the correct, signed, completed and required information through the Procurement Portal.
2. Adherence to maximum page requirements of the Proposal.

The Contractor shall identify any exceptions it takes to the terms and conditions of the solicitation and contract. Exceptions will not automatically result in the Contractor being deemed non-responsive; however, such a determination is at the discretion of the City. Contractors are cautioned that the submittal may be considered non-responsive, if proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

a) Proposal Opening

Proposals received in response to this RFQ will be opened at the Procurement Office on the RFQ due date and time indicated in this solicitation or as modified by addenda. The Contractor(s) who wishes to be present via Microsoft Teams will be informed of only the names, date and time of the Contractor(s) submitting proposals. No other information will be made available at that time.

b) Rejection of RFQ

The City reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal that in its sole judgment may be in the best interest of the City.

D. ORGANIZATION AND FORMAT OF RESPONSE

This information is provided to Contractors as a guide to addressing items in your response. Submittals should contain direct responses to the following requests for information and be organized so that they are readily identifiable. Responses should be as thorough and detailed as possible so that the firm's capabilities may be properly evaluated and shall, at a minimum, contain the following information:

1. General

The Response should present clearly and accurately the experience, knowledge, and capability of the Contractor by providing a brief, straight forward, concise description of the Contractor's ability to meet the requirements of this RFQ. Response emphasis should be on quality, completeness, clarity of content and responsiveness to the requirements.

The Response should be fully self-contained, follow the format outlined below and be without addenda. Presentations within the statement should reflect consideration of the specific evaluation criteria identified in the Evaluation Criteria.

2. Format of Response

The Selection Committee will evaluate responses based on the RFQ information provided by the Contractors. To allow for a standard basis of evaluation, all RFQs are required to follow the following format.

Contractors shall submit through the City's Procurement Portal their Response. Each Response shall not exceed 25 pages total (PDF pages) in length, excluding front and back cover pages, title page, table of contents, Offer and Acceptance, and any addenda issued. Pages shall be single-sided 8½" x 11". Font size shall be no less than 11 point with margins no less than .75" on all sides.

Do not include any fees, man-hours or any pricing related to this project within the RFQ response. Failure to comply with this provision may result in the rejection of the submittal and will not be considered.

3. Organization

3.1 Front Cover

The cover at a minimum must contain the following data:

Statement indicating response to: **RFQ-24-350**
Pavement Preservation Services
Attn: Mary E. Roman, Buyer
City of Yuma, Procurement
One City Plaza
Yuma, AZ 85364

3.2 Title Page (one page maximum):

Include company name, addresses, email/website addresses, phone numbers, and names (s) of Principals.

3.3 Signed Cover/Transmittal Letter:

Provide a signed cover/transmittal letter on company letterhead identifying the Contractors and include firm's interest in being selected. (One page maximum).

a) Provide a brief narrative that summarizes the background and distinguishing qualities or capabilities that uniquely qualify the Contractors for this project.
b) Areas of specialty.
c) Number of employees.

d) Identify the contact person for the firm's submittal and confirm the availability of the key personnel identified in the Response.

e) Provide Contractor identification information. Explain the Contractor's legal organization including the legal name, address, identification number and legal form of the Contractor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). List Principal Office location and describe local office work role. Include any documentation that supports the Contractor's authority to provide services in Arizona, such as a business or professional licenses.

f) Provide a general description of the firm that is proposing to provide the services and the length of time your firm has been in business.

g) Identify any contract or subcontract held by the Contractor or officers of the Contractor terminated within the last five years. Briefly describe the circumstances and the outcome.

h) Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome. This information should also be provided for all firms that make up the team.

i) The Cover/Transmittal Letter is to be signed by the individual with authority to bind the Contractors contractually. Please address the letter as indicated in Section 1, subsection 3.1 as identified.

3.4 Table of Contents:

The Table of Contents shall include all listed Response sections. Please provide the required documents as indicated in City's Procurement Portal (Bonfire).

All submittals are to be organized in the following order and, at a minimum, contain the following components:

a) Executive Summary: a brief narrative that outlines the key elements of the proposal.

b) Contractor: a profile of the Contractor including its business history, range of services provided, and overall Proposals for the contract.

c) Strategy and Approach: overall methodology to be used in conducting the requested analysis while meeting the Scope of Work requirements.

d) Experience: provide an overview of similar projects undertaken for communities of Yuma's size and rural designation.

e) Team makeup: key person who will lead this engagement along with other persons or sub-contractors assigned to this task. A brief description of team member roles in this engagement would be appreciated.

3.5 Additional Requests

The following shall be included part of the response and will not be part of the page count.

References identifying each client, a contact person and the client's mailing address, email address and telephone number for similar private or municipal government projects accomplished by the project team to be involved in these projects. One of the clients must be a government agency. References from current City employees are not needed and should not be requested. (Attachment C).

3.6 Request for Qualifications Evaluation Criteria

Proposals shall be scored in accordance with Section V and contain the following information:

1. Industry Experience ***(40 points)***

a) Provide your firm's/team's work history.
b) Describe and demonstrate your firm's/team's comprehension of the goals and objectives of this Contract.
c) Provide licenses – Arizona Contractor's, etc.
d) Employees are fully trained and completely familiar with the scope of work.
e) Provide all proposed sub-contractors to be used for this contract.

2. Capabilities to perform services ***(40 points)***

a) SOQ's shall list a minimum of three (3) similar projects awarded to your firm for Pavement Preservation Services during the last five (5) years (Arizona projects are preferred).
b) For each project, provide the project description, client name and contact, award date (note if pending), construction costs, status of completion, and estimated completion date.

3. Qualifications of Individuals ***(10 points)***

Provided an organization chart showing key personnel. The chart shall indicate lines of authority and points of contact.

4. Responsiveness to City's request and completeness of proposal ***(10 points)***

Per section I Instructions to Contractors Section D Organization and Format of Response - sub-section Request for Qualifications Evaluation Criteria 3.6-1; 3.6-2 and 3.6-3.

END OF INSTRUCTIONS TO CONTRACTORS

II. SPECIAL TERMS AND CONDITIONS

A. City's Access and Information: All City of Yuma solicitations are accessed through the City's Procurement Portal[1] (Portal). A schedule of events and all other information pertaining to the solicitation are located in the Portal. Bid submittal assistance is available at Support@gobonfire.com, Monday through Friday, 8AM to 8PM, EST.

B. The City shall not be held responsible for any oral instructions. Any changes to this RFQ will be in the form of an addendum to the RFQ. The addenda, if applicable are available via download from the City's Procurement Portal. Submit the Addenda Form signed and completed appropriately.

C. City rights: The City reserves the right to reject any or all RFQ's, to waive any informality or irregularity in any RFQ received, and to be the sole judge of the merits of the respective RFQ received.

D. Contact with City Employees: Beginning on the date the RFQ is issued and until the date the contract is awarded or the RFQ withdrawn, all persons or entities that respond to the RFQ, including their authorized employees, agents, representatives, proposed partner(s), sub-Contractor(s), joint venture(s), member(s), or any of their lobbyists or attorneys (collectively the Contractor), will refrain from any direct or indirect contact with any person (other than the designated Procurement Officer) who may play a part in the selection process, including members of the evaluation panel, the City Administrator, Deputy City Administrator, City Department heads, the Mayor and other member of the Yuma City Council. As long as the RFQ solicitation is not discussed, Contractors may continue to conduct business with the City and discuss business that is unrelated to this RFQ solicitation with City staff.

E. Reservation of Rights: There shall be no express or implied intent to contract until expressly stated in writing by the City, an award is made, and all conditions stated herein are satisfied. The City reserves the right to reject any or all RFQs, or to withhold the award for any reason it may elect, and to waive or decline to waive irregularities in any proposal.

F. Insurance: See the contract for Insurance Requirements for this project.

END OF SPECIAL TERMS AND CONDITIONS

[1] https://yumaaz.bonfirehub.com/portal/

III. SCOPE OF WORK

Contractor shall furnish all labor, equipment, tools, services, skills, traffic control, etc., required to apply all types of slurry and fiber slurry sealants, Type II and III Central Mix Rubberized Emulsion-Aggregate Slurry Seal (CM REAS), low and high-volume chip sealant, Deliver and Supply, Apply OptiPave, Polymer Modified Masterseal (PMM), Gilsonite-based Asphalt Sealant (GSB-88), High Density Mineral Bond (HA5), and Liquid Road, Onyx, Guardtop, Medium Curing (MC-250), etc. All types of Fractured Aggregate Surface Treatment (FAST), or equal products, perform pneumatic rolling of material after each application of chip seal or slurry seal. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by City.

The Contractor is responsible for preserving the pavement sealant until it is accepted by the City. All defects are the responsibility of the Contractor to repair.

Experience with temporary traffic control on roadways and intersections for maintenance of City streets.

Contractor must inform the Public Works Manager or Superintendent before any changes to the schedule are made.

Produce schedules and maps.

Produce and disperse notices to residents, businesses, and schools.

Submit mix designs to the Public Works Department 30 days prior to project start date.

All calibrations shall be on site having a Public Works representative present or they will not be accepted. Once complete, a copy will be emailed to the Manager and Superintendent.

Each day the daily quantities tickets will be given to the inspector. As oil is delivered to the materials yard, a copy of that ticket will be given to the inspector.

Keep the City Police Department, Fire Department, School Transportation Department, and U.S. Post office informed of all restrictions of traffic flow due to operations.

END OF SCOPE OF WORK

IV. DELINEATION OF RESPONSIBILITIES

The Contractor's Responsibilities:

A. The Contractor may be a single firm or a joint venture and must show evidence of its professional capability in this work. The Contractor shall also be knowledgeable in all applicable federal, state, and local government laws and regulations governing the scope of work. Services will be accomplished in conformance with current professional practices in the State of Arizona.

B. The Contractor will be responsible for undertaking the services identified in this solicitation, or as negotiated (if required) with the City, upon execution of the contract by both parties.

C. In order to receive prompt payment for the services to the City of Yuma, the Contractor is required to submit an original invoice to City of Yuma Finance Department/Accounting Division at payables@YumaAz.gov as indicated on the Purchase Order. ACH Enrollment is secured and strongly encourage for timely payment. Please submit the completed form from the website.

   Invoices must show:
   1) Contract (RFQ) Number: RFQ-24-350
   2) Name of Department/Division to which services are for: Pavement Preservation Services
   3) City staff person's name
   4) Complete description of the services received
   5) Quantity, Unit Prices and Extensions
   6) All applicable taxes
   7) Contractor's invoice number and contact information

D. The Contractor(s) will send invoices for each "set" of samples analyzed.

E. During the course of the contract, the Contractor may invoice the City for services rendered no more than once per month. (Note: Invoices for work performed during the month of June must be received no later than the end of the first week in July, for City of Yuma fiscal year end closing purposes).

F. Contractor recognizes that all work completed under this contract will be considered property of the City and may be used or reproduced by the City for any purpose. All reports, research, calculations and other work performed under this scope of work will become property of the City and will be delivered to the City within thirty days following completion of the work or termination of the contract.

G. The City logo is copyrighted and registered with the US Copyright Office, and all rights are reserved. The City logo may not be used without prior written permission and that permission is not offered or extended for the purpose of this RFQ. The City will vigorously pursue any and all infringements on our copyrighted materials.

H. Immigration Compliance / Employment Verification

a) Contractor warrants, and shall require its sub-Contractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility.

b) A breach of this clause shall be deemed a material breach of the Contract and is subject to penalties up to and including termination of this contract.

c) City retains the legal right to inspect the papers of any Contractor or sub-Contractor employee who works on this Agreement to ensure that the Contractor or sub-Contractor is complying with this warranty.

d) Contractor warrants that this company is in full compliance of this requirement, and further represents and warrants that all Contractors or sub-Contractors are also in full compliance of this requirement.

H. Insurance Requirements

Specific insurance requirements are contained in the Contract that accompanies this solicitation. Contractor is responsible for reviewing all insurance requirements before submitting a response to this RFQ.

I. Records and Audits

a) The Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Contract in accordance with generally accepted accounting principles. The City, and/or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to the Contract. All such material, including, but not limited to, architectural clearances, permits, all financial records, timecards and other employment records, and proprietary data and information, shall be turned over to the City following the final site inspection, and before a final invoice is paid.

b) In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State of Arizona (State) auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the City's finance director within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. City shall make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of the Contractor to comply with any of the provisions of this subsection shall constitute a material breach of Contract and may be cause for debarment per Yuma City Code § 36-56.

J. Compliance with Federal and State Employment Laws:

By submitting a response to the RFQ, the Contractor warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this clause shall be deemed a material breach of the Contract and is subject to penalties up to and including termination of the Contract.

The City retains the right to inspect the papers of any the Contractor who works on this Contract to ensure that the Contractor is complying with this warranty.

K. Conflict of Interest

Information on possible conflicts of interest should be provided as part of RFQ response. Such information will be taken into account in making a decision on the selection of the Contractor(s) must immediately advise the City of such conflict.

L. The Responsibilities of the City

A. The City of Yuma will make available to the Contractor(s) all documents in the City's possession that may be useful in completing the project or services requested. However, it will remain the Contractor's responsibility to gather and verify necessary data.

B. The City of Yuma will make payment on invoices, submitted in conformance with the contract within 30 calendar days of receipt and verification of the invoice, but payment on invoices will not be more than once per month.

C. The City reserves the option to not consider RFQ for award if the Contractor: i) takes any exception to the specifications and the City does not agree or accept the proposed changes; or ii) proposes a unit, which does not meet the City's specifications exactly and the Contractor does not additionally propose the specified unit prior to bid opening, and the City rejects the alternative identified.

END OF DELINEATION OF RESPONSIBILITIES

V. SELECTION PROCESS

A. The City intends to award a Contract to the most qualified Contractor based on demonstrated competence and qualifications. Submittals that are responsive to the requirements of this RFQ will be evaluated by the Selection Committee and awarded points for each stated criteria item as follows:

Criteria Description	Maximum Points
Industry Experience	40
Capabilities to Perform Services	40
Qualifications of Individuals	10
Responsiveness to City's request and Completeness of Proposal	10
Total Maximum Points	**100**

B. Award(s) shall be made to the responsive and responsible Contractors meeting all requirements as set forth in the solicitation and to be the most advantageous to the City. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the City. The award shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFQ. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

C. Review Committee

The City of Yuma will have a review committee to review the proposals. The City may conduct discussions with Contractors for eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal in order to clarify an RFQ and assure full understanding of, and responsiveness to, solicitation requirements.

D. Negotiation of Contract

a) Upon approval by City Council and all required documents have been received, a contract for service will be prepared and emailed to the successful Contractor.

b) The Contractor will not assign or transfer any or all of its rights, duties or obligations without the prior written consent of the City.

E. Terms and Conditions

a) This RFQ does not commit the City of Yuma to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services.

b) The City of Yuma reserves the right to extend the date by which the submittals are due. The City of Yuma reserves the right to cancel, in part or in its entirety, this RFQ including but not limited to: selection schedule, submittal date, and submittal requirements. If the City of Yuma cancels or revises the RFQ all potential Respondents of record will be notified.

c) All submittals become the property of the City of Yuma. Except for the name of firms on the final list, no information contained in the responses shall be made public until after award and execution of a contract.

d) The City of Yuma reserves the right to request additional information and/or clarifications from any or all Respondents to this RFQ.

e) All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

END OF SELECTION PROCESS

VI. ADDITIONAL INFORMATION

A. Late Responses/Modifications/Withdrawals

Responses, modifications of Responses, and withdrawals may be withdrawn if the project deadline has not passed.

B. Public Record/Confidential Information

All proposals submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review. The City cannot guarantee the confidentiality of any information provided in the proposal and all items submitted as part of the Contractor's proposal will be available for public inspection to the extent required by public records disclosure laws after proposals have been received by the City. To the extent possible, the City will provide the respondent with 48 hours written notice of any public records relating to Contractor's documents to allow the Contractor to seek a protective order from the Court. The City may use any or all ideas presented in any reply to this proposal. Selection or rejection of the proposal does not affect this right.

C. Response Acceptance Period

In order to allow for an adequate evaluation, the City requires an RFQ in response to this Solicitation to be valid for one hundred twenty (120) days after the opening time and date.

D. Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this solicitation. The Contractor agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the City.

E. Business Registration Permit (Business License)

All Contractors awarded contracts with the City that come on City property to conduct business or perform services shall be required to obtain a City of Yuma Business License. For further information email businesslicenses@YumaAz.gov or call (928) 373-5074.

F. Protest Policy

a) Contractors may file a protest regarding the selection process and/or award of the associated contract in accordance with City of Yuma Code § 36-55. The protest shall be submitted in writing to the City Administrator within ten days after the Contractor knows or should have known of the facts giving rise to the protest. The Administrator shall place the protest on the next City Council agenda if not resolved prior to that time.

b) The City Council shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved

Contractor, Contractor, actual or prospective, concerning the solicitation or award of a contract.

c) If the protest is not resolved by mutual agreement, the Procurement Agent shall issue notice in writing of the Council's decision. The notice shall:
   1) State the reasons for the action taken; and
   2) Inform the protestor of right to judicial review

d) A copy of the decision under this section shall be mailed or otherwise furnished immediately to the protestor and any other party intervening.

e) A decision under this section shall be final and conclusive unless fraudulent, or unless any person adversely affected by the decision commences an action in court.

G. Panel Contact

Contractor shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the solicitation, during the solicitation process or after submittal.

H. Results

Responses to the RFQ will be opened on the stated due date, time and location indicated in this solicitation or if changed via addenda, at which time the name of each respondent shall be read. Information received in response to the RFQ shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Responses and scoring are not available for public inspection until after an executed contract has been issued.

After the opening, a list of the firm's name, date and time received will be posted on the City's Procurement Portal, (Past Pubic Opportunities) https://www.yumaaz.gov/government/finance-department/city-bids within five (5) calendar days of the RFQ opening. The information will be posted as it was read during the opening. Once the responses have been evaluated and the City has an executed contract, a notification will be posted on the City's Procurement Portal.

I. Term of Contract

a) It is the City's intent to enter into a single agreement with a selected Contractor to provide professional services as is determined to best serve the interests of the City of Yuma.

b) If the Contractor desires any changes to the terms and conditions of the Agreement, such requests must be presented to the City in writing at least 60 days prior to the contract anniversary date. Failure to make such requests 60 days prior to the anniversary date may result in the denial of any changes requested. Any agreed upon changes will be reduced to writing as an amendment to this Agreement and such amendment will not become effective until fully executed by both parties.

J. Estimated RFQ Timeline/Event Sequence

The following RFQ sequence of events represents the City's best estimate of the schedule that will be followed. Exact due dates and times for questions / answers are noted in this document and will be published in the City's Procurement Portal (Bonfire).

Event	Estimated Date
RFQ released	July 16, 2024
Questions due in Procurement Portal	July 31, 2024
Pre-Submittal Meeting	(No pre-submittal meeting)
Addenda responding to questions	August 1, 2024
Responses due in Procurement Portal	August 8, 2024
Notifications of finalist	August 15, 2024
Notice of Intent to negotiate	August 15, 2024
Target date for council agenda	September 18, 2024
Fully executed contract	September 25, 2024

K. Cooperative Use of Contract

In addition to the City and with approval of the Contracted Contractor, this Contract may be extended for use by other municipalities, school districts and governmental agencies of the State. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

L. Termination of Contract

The City reserves the right to terminate any part of or the entirety of any Contract that may result from this RFQ, with or without cause, at any time with 30 calendar-days' written notice by the City. In such case, the Contractor shall be paid for services rendered through the date of the termination notice, and the results of all such work, including all documents and files, through that date will become the property of the City.

M. Equal Opportunity

The City of Yuma is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals for the project.

N. Conflict of Interest Information

Information on possible conflicts of interest should be provided as part of proposal response. Such information will be taken into account in making a decision on the selection of the Contractor to perform the services.

Should a conflict arise during preparations for or while undertaking these services, the Contractor shall immediately advise the City of such conflict.

O. Policy on Non-Discrimination on the Basis of Disability

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of Yuma 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.

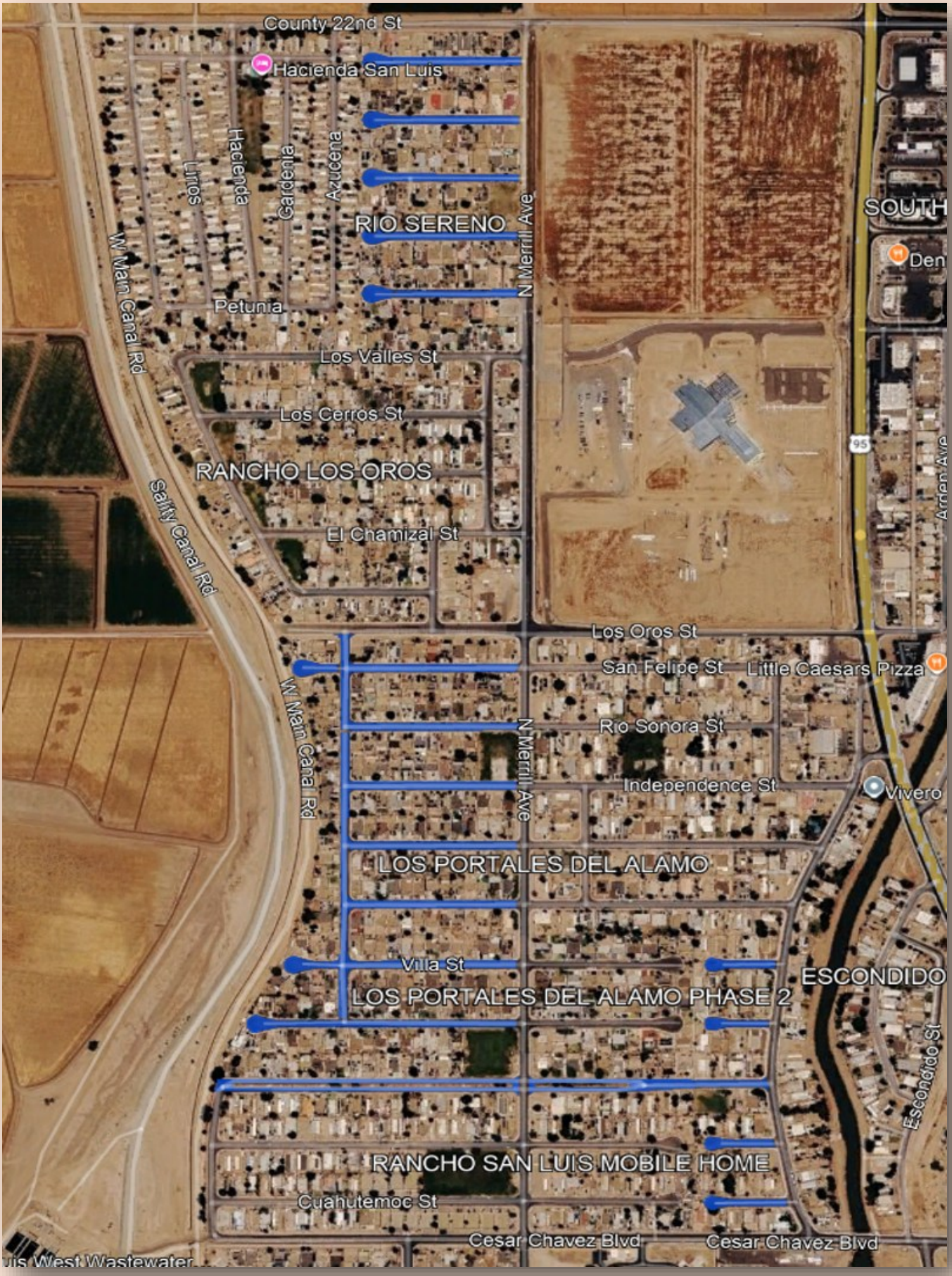
For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact:

ADA/Section 504 Coordinator
City of Yuma
Human Resources
One City Plaza
Yuma, Arizona 85364-1436
(928) 373-5125, (928) 373-5149 (TTY)

END OF ADDITIONAL INFORMATION

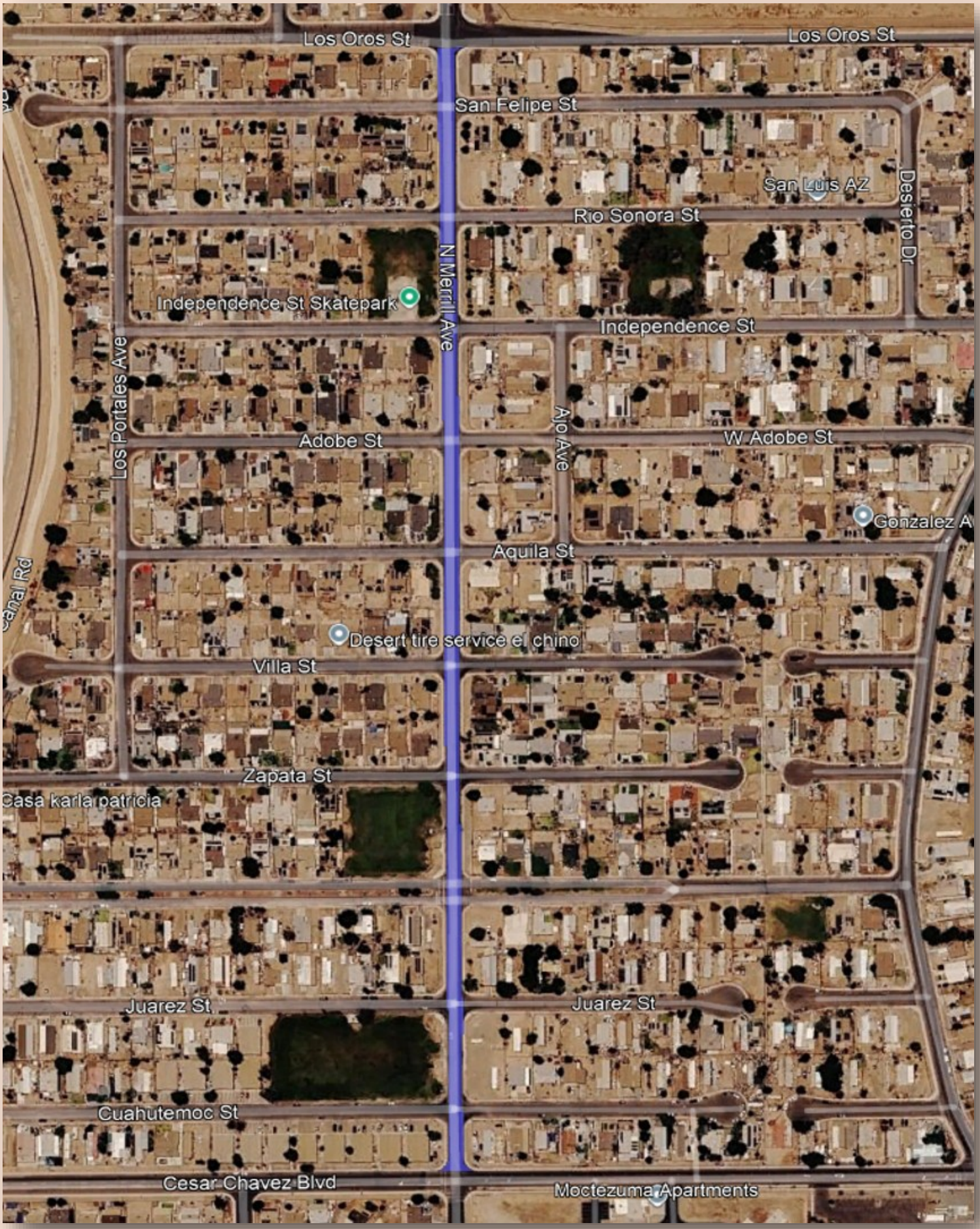
FY27

Slurry Seal Location 1



FY27

Slurry Seal Location 2



FY27

Slurry Seal Location 3

FY27

Slurry Seal Location 4

FY27

Slurry Seal Location 5

FY27

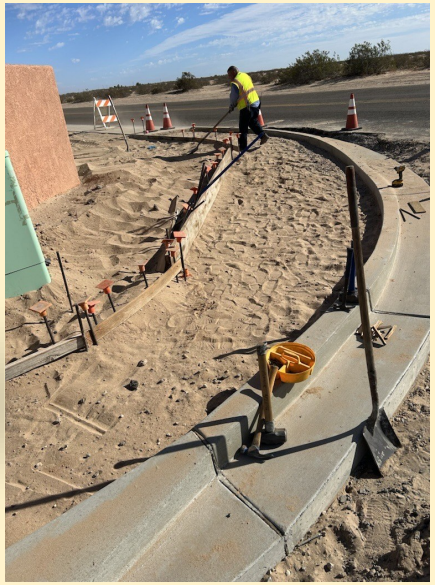
Slurry Seal Location 6

FY27

Slurry Seal Location 7

Highway Users Division

Annual Slurry Prep



AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/14/2026

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2416. A resolution of the Mayor and City Council of the City of San Luis, authorizing the submission of an application to the United States Department of the Interior, Bureau of Land Management, to renew lease AZA-17382 — the Recreation and Public Purposes Lease (R&PP) of May 18, 2001. **(Jorge Perez, Assistant Director of Public Works)**

SUMMARY:

This is a request for authorization to submit a Recreation and Public Purpose (R&PP) lease renewal for the continued use of approximately 2 acres of land for a Wastewater Treatment Plant (WWTP) and to authorize the City Manager or designee to sign the resulting documents.

On October 30, 2002, the Bureau of Land Management granted the City of San Luis lease AZA-17382, effective as of May 18, 2001, in accordance with the authority of the R&PP Act of June 14, 1926, as amended (43 U.S.C. 869, et seq.).

This application requires a certified copy of a resolution authorizing the filing of the application and authorizing a signing officer to execute it. The approval of Resolution No. 2416 will meet this requirement.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2416.

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

Resolution No. 2416
BLM Lease AZA-17382
BLM Lease Application

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2416

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, TO RENEW LEASE (R&PP) AZA-17382 – THE RECREATION AND PUBLIC PURPOSES LEASE OF MAY 18, 2001

WHEREAS, the Bureau of Land Management granted the City of San Luis a Recreational and Public Purpose lease (AZA-17382) of approximately 2 acres of a wastewater treatment plant; and

WHEREAS, said lands owned by the Bureau of Land Management are located at:

Gila and Salt River Meridian, Yuma County, Arizona

T. 11 S., R. 25 W.,
Sec. 11, a portion of lot 28 lying north of the
road commonly known as County 23rd Street.

WHEREAS, the lease expiration date is May 17, 2026; and

WHEREAS, the City of San Luis wishes to submit an application to renew the R&PP lease to continue the use of said 2 acres for the Wastewater Treatment Plant and any future related uses; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of San Luis, Arizona, that they hereby authorize the submission of an application for a R&PP Lease for the Wastewater Treatment Plant and authorize the City Manager to sign the resulting documents.

[Remainder of page intentionally left blank; signatures to follow.]

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

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Joseph Estes, City Attorney

FILE COPY

FILE COPY
SURNAME | DATE

AZA 17382 (050)

NOV 01 2002

HAND DELIVERED

DECISION

Paul Melcher, Assistant City Administrator City of San Luis P. O. Box 1170 San Luis, Arizona 85349	: : : :	Recreation and Public Purposes (R&PP) Lease AZA 17382

Legal Description of R&PP Lease AZA 17382 Corrected and

R&PP Lease AZA 17382 Renewed

Effective May 18, 2001

On February 17, 1983, BLM issued R&PP lease AZA 17382 to the City of San Luis (City) for a wastewater treatment plant for a 25-year period. On October 16, 1998, the City requested a patent. On June 22, 1999, BLM requested from Cadastral Survey assistance to survey the lands for the R&PP patent. On May 15, 2000, Cadastral Survey approved the survey of the lands. The public lands are described as follows:

Gila and Salt River Meridian, Yuma County, Arizona

T. 11 S., R. 25 W.,
sec. 2, lots 2 and 3;
sec. 11, lots 27 and 28.

The area described contains 31.00 acres.

On May 18, 2001, BLM issued the R&PP patent to the City of San Luis for the following public lands:

Gila and Salt River Meridian, Yuma County, Arizona

T. 11 S., R. 25 W.,
sec. 2, lots 2 and 3;
sec. 11, lot 27.

FILE COPY

The area described contains 24.93 acres.

On August 27, 2001, BLM issued a decision to amend R&PP lease AZA 17382 to include only that portion of lot 28, sec. 11, T. 11 S., R. 25 W., Gila and Salt River Meridian, Arizona, lying north of the road commonly known as County 23rd Street, which lies parallel to the City of San Luis pipeline right-of-way AZA 18267 (see map enclosed).

This decision hereby corrects the legal description of R&PP lease AZA 17382, *effective May 18, 2001* (the date a portion of the leased lands were patented) to be:

Gila and Salt River Meridian, Yuma County, Arizona

T. 11 S., R. 25 W.,
sec. 11, that portion of lot 28 lying north of the road commonly known as County 23rd Street.

The area described contains approximately 2 acres.

By letter dated September 16, 2002, the City requested a lease renewal to extend the term of the lease through the amortization period of their loan. The loan was given to the City by the United States Department of Agriculture, Rural Development for the construction of the wastewater treatment plant. Regulations found at 43 CFR 2912.1-1 state that the term of leases issued under the R&PP Act shall be fixed by the authorized officer but shall not exceed 25 years for Federal, State, and local governmental entities.

Therefore, this decision hereby renews R&PP lease AZA 17382, *effective May 18, 2001* (the date a portion of the leased lands were patented), through May 17, 2026, for a 25-year term.

This decision may be appealed to the Interior Board of Land Appeals, Office ofthe Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 (58 FR 4939, January 19, 1993) or 43 CFR 2804.1 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay **must** also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

(1) The relative harm to the parties if the stay is granted or denied,

(2) The likelihood of the appellant's success on the merits,

(3) The likelihood of immediate and irreparable harm if the stay is not granted, and

(4) Whether the public interest favors granting the stay.

If you have any questions, please contact Realty Specialist Francis Rodriguez at 928-317-3237.

GAIL ACHESON

Gail Acheson
Field Manager

Enclosures
1 – R&PP Lease AZA 17382 (14 pp)
2 – BLM Form 1842-1, Information on Taking
Appeals to the Interior Board of Land Appeals (2 pp)

FRODRIGUEZ:tes:10/31/2002:U:\tschutt\rlm\aza.17382.frodriguez

Form 1842-1
(July 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS

1. This decision is adverse to you,
AND
2. You believe it is incorrect.

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

1. NOTICE OF APPEAL ..... Within 30 days file a *Notice of Appeal* in the office which issued this decision (see 43 CFR Secs. 4.411 and 4.413). You may state your reasons for appealing, it you desire.

2. WHERE TO FILE
NOTICE OF APPEAL .... Yuma Field Office
2555 E. Gila Ridge Road
Yuma, AZ 85365-2240

SOLICITOR
ALSO COPY TO ..... Field Solicitor
U.S. Department of the Interior
Sandra Day O'Connor US Courthouse, Room 404
401 West Washington Street, Space 44
Phoenix, AZ 85003-2151

3. STATEMENT OF REASONS .. Within 30 days after filing the *Notice of Appeal*, file a complete statement of the reasons why you are appealing. This must be filed with the United States Department of the Interior, Office of the Secretary, Board of Land Appeals, 801 North Quincy Street, Arlington, Virginia 22203-1905 (see 43 CFR Secs. 4.412 and 4.413). If you fully stated your reasons for appealing when filing the *Notice of Appeal*, no additional statement is necessary.

SOLICITOR
ALSO COPY TO ..... Field Solicitor
U.S. Department of the Interior
Sandra Day O'Connor US Courthouse, Room 404
401 West Washington Street, Space 44
Phoenix, AZ 85003-2151

4. ADVERSE PARTIES ..... Within 15 days after each document is filed, each adverse party named in the decision and the Regional Solicitor or Field Solicitor having jurisdiction over the State in which the appeal arose, must be served with a copy of: (a) the *Notice of Appeal*, (b) the Statement of Reasons, and (c) any other documents filed (see 43 CFR Sec. 4.413). Service will be made upon the Associate Solicitor, Division of Energy and Resources, Washington, D.C. 20240, instead of the Field or Regional Solicitor when appeals are taken from decisions of the Director (WO-100).

5. PROOF OF SERVICE ..... Within 15 days after any document is served on an adverse party, file proof of that service with the United States Department of the Interior, Office of the Secretary, Board of Land Appeals, 801 North Quincy Street, Arlington, VA 22203-1905. This may consist of a certified or registered mail "Return Receipt Card" signed by the adverse party (see 43 CFR Sec. 4.401(c)(2)).

Unless these procedures are followed your appeal will be subject to dismissal (see 43 CFR Sec.4.402). Be certain that all communications are identified by serial number of the case being appealed.

NOTE: *A document is not filed until it is actually received in the proper office (see 43 CFR Sec. 4.401(a)).*

Form 2912-1
(April 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

AZA 17382

RECREATION OR PUBLIC PURPOSES LEASE

Act of June 14, 1926, as amended (43 U.S.C. 869 *et. seq.*)

This lease entered into on this 18th day of May, 2001 ,19 , by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and

City of San Luis

, hereinafter called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

Gila and Salt River Meridian, Yuma County, Arizona

T. 11 S., R. 25 W.,
sec. 11, a portion of lot 28 lying north of
the road commonly known as County 23rd Street.

The area described contains approximately 2 acres.

containing 2 ± acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of 25 years, the rental to be $ 10 per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for

a wastewater treatment plant

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

(a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;

(b) Federal agents and game wardens upon the leased area on official business;

(c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as

Exhibit A

and approved by an authorized officer on October 30, 2002 or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

(b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms; not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (including, without limitation, lessees, sublessees, and permittees), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land, without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee, shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

Sec. 5. *Equal Opportunity Clause.* Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 6. *Equal Access Clause.* Lessee shall comply with all provisions of the American Disabilities Act of July 26, 1990, the Architectural Barriers Act of 1968, and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities.

Sec 7. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 8. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

Exhibit B

and which are made a part hereof.

Sec. 9. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise therefrom, and the provisions of Title 18 U.S.C. Sections 431—433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

IN WITNESS WHEREOF:

Paul Mickelson
(Signature of Lessee's Authorized Officer)

(Signature of Witness)

10-30-02
(Date)

THE UNITED STATES OF AMERICA

By Gail Acheson
(Authorized Officer)

Field Manager
(Title)

November 1, 2002
(Date)

This form does not constitute an information collection as defined by 44 U.S.C. 3502 and therefore does not require OMB approval.

U.S. GOVERNMENT PRINTING OFFICE: 1993 - 774-017/67060

Nicklaus Engineering, Inc.

1851 West 24th Street, Yuma, Arizona 85364
(520)344-8374 Fax: (520)726-6994
email: nei@primenet.com

E. Vonne Nicklaus, P.E., President
Thomas E. Wilson, P.E., Vice-President
Timothy V. Eisenmann, P.E., Vice-President
Karen A. Nicklaus, Secretary/Treasurer
Ray L. Steinbeigle, AIA, Vice-President

June 19, 1998

SAN LUIS WASTEWATER TREATMENT PLANT

PLAN OF DEVELOPMENT

Area A:

Area A was the original wastewater treatment plant that was constructed in 1983 at a cost of $1,465,500.00. The construction was funded by a loan from Farmers Home Administration. The plant included the following:

1. 2- sequential batch reactors with a combined capacity of 500,000 gpd
2. 2- hydrostatic screens
3. 2- 30 Hp blowers
4. Sludge valve pit with two electricity operated valves
5. Chlorination building
6. 2- booster pumps for plant water
7. 2000 gallon pressure tank
8. 14,000 sq ft of sludge drying beds (Nos. 1, 2, 3, 4)
9. 400 amp electrical service
10. 100 KW generator and auto transfer switch
11. Laboratory and control building
12. Plant control system
13. 1530 linear feet of chain link fence
14. 4400 lf of 15 inch effluent discharge line.

1998 JUL -1 A 10:45

Area B:

Area B was the first addition and modification made in 1994 at a cost of $376,700. The construction was funded by a Community Development Block Grant.

The addition and modification included the following and was the first step to increase the capacity to 750,000 gpd.

1. 1- new hydrostatic screen (No. 3)
2. New electro-mechanical decanters
3. 2- new sludge digester tanks with blowers
4. New duplex sludge pump station
5. New PLC plant control system
6. 7000 sq ft of lined sludge drying beds (No. 5 & 6).

Area C:

Area C was the second addition made in 1996 at a cost of $496,000. The addition was the second step to increase the plant capacity to 750,000gpd. The construction was funded by a grant from USDA Rural Development.

The addition included the following:

1. 1- new hydrostatic screen (No. 4)
2. New duplex effluent pump station
3. New chlorination building and equipment
4. New chlorine scrubber unit
5. New 100 gpm well
6. 31,500 sq ft of sludge drying beds with under drain system
7. Supernatant pump station
8. New 250 KW generator and auto transfer switch
9. New rest room
10. 1100 cf of new 6' chain link fence.

JUL - 1 AM 10:45 1998

Area D:

Area D will be addition No. 3 in 1998/1999 at an estimated cost of $102,000.00. The construction will be funded by a grant and a loan (67%/33% from USDA Rural Development. The addition will include the following:

1. 35,000 sf of lined sludge drying beds with under drain system
2. Supernatant pump station
3. 760 lf of new 6' chain link fence.

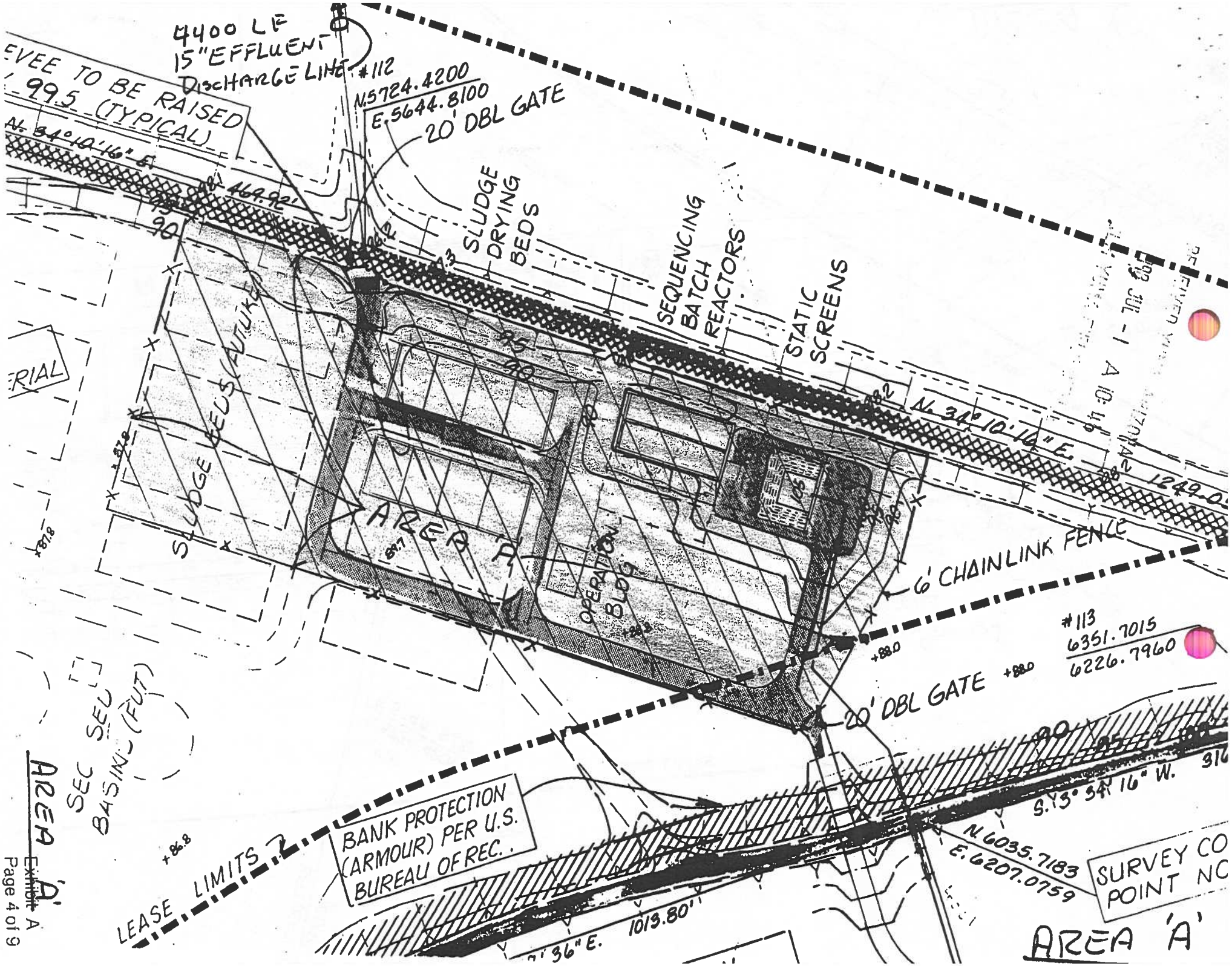
Area E:

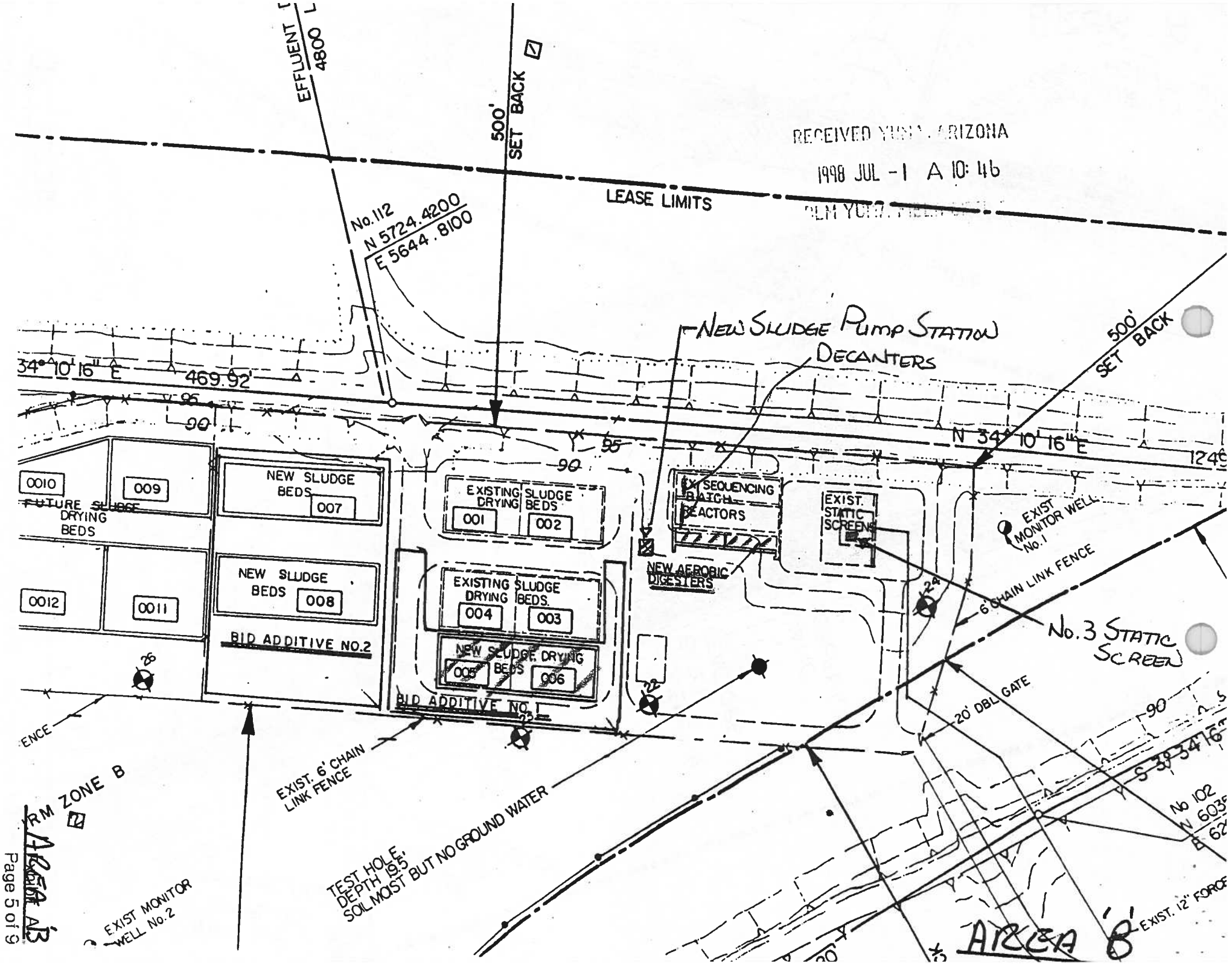
Area E will be addition No. 4 in 1999 or 2000 at an estimated cost of $4,500,000. This addition will increase the plant capacity to 1.5 to 2.0 mgd. The construction will be funded by a grant and loan from USDA Rural Development. The addition will include the following:

1. Two new reactor basins
2. Two new sludge digester tanks
3. Four new static screens
4. New chlorination building and equipment
5. New blowers for reactors and digester basins
6. Modifications to effluent pump station
7. New 4400 lf of 24" gravity discharge line.
8. New 600 amp electrical service
9. New 250 KW generator and auto transfer switch
10. Control building addition
11. New laboratory building

12. Sludge dewatering equipment and building
13. Relocation of west levee
14. 650 lf of new chain link fence
15. New duplex sludge pump station
16. New sludge valve pit with electric valves.
17. New PLC controls for entire plant
18. New magnetic flow meters.

1998 JUL -1 A 10:46


4400 LF
15" EFFLUENT
DISCHARGE LINE
#112
N.5724.4200
E.5644.8100
20' DBL GATE
LEVEE TO BE RAISED
99.5 (TYPICAL)
N. 34°10'46" E.
469.92'
SLUDGE DRYING BEDS
SEQUENCING BATCH REACTORS
STATIC SCREENS
SLUDGE BEDS (FUTURE)
AREA 'A'
OPERATION BLDG.
N. 34° 10' 16" E.
1249.0'
6' CHAINLINK FENCE
#113
6351.7015
6226.7960
20' DBL GATE
SEC SED BASIN (FUT)
BANK PROTECTION (ARMOUR) PER U.S. BUREAU OF REC.
LEASE LIMITS
S. 13° 34' 16" W.
N 6035.7183
E. 6207.0759
SURVEY CO
POINT NO
1019.80'
AREA 'A'
AREA 'A'



RECEIVED YUMA, ARIZONA
1998 JUL -1 A 10:46
YUMA FIELD OFFICE

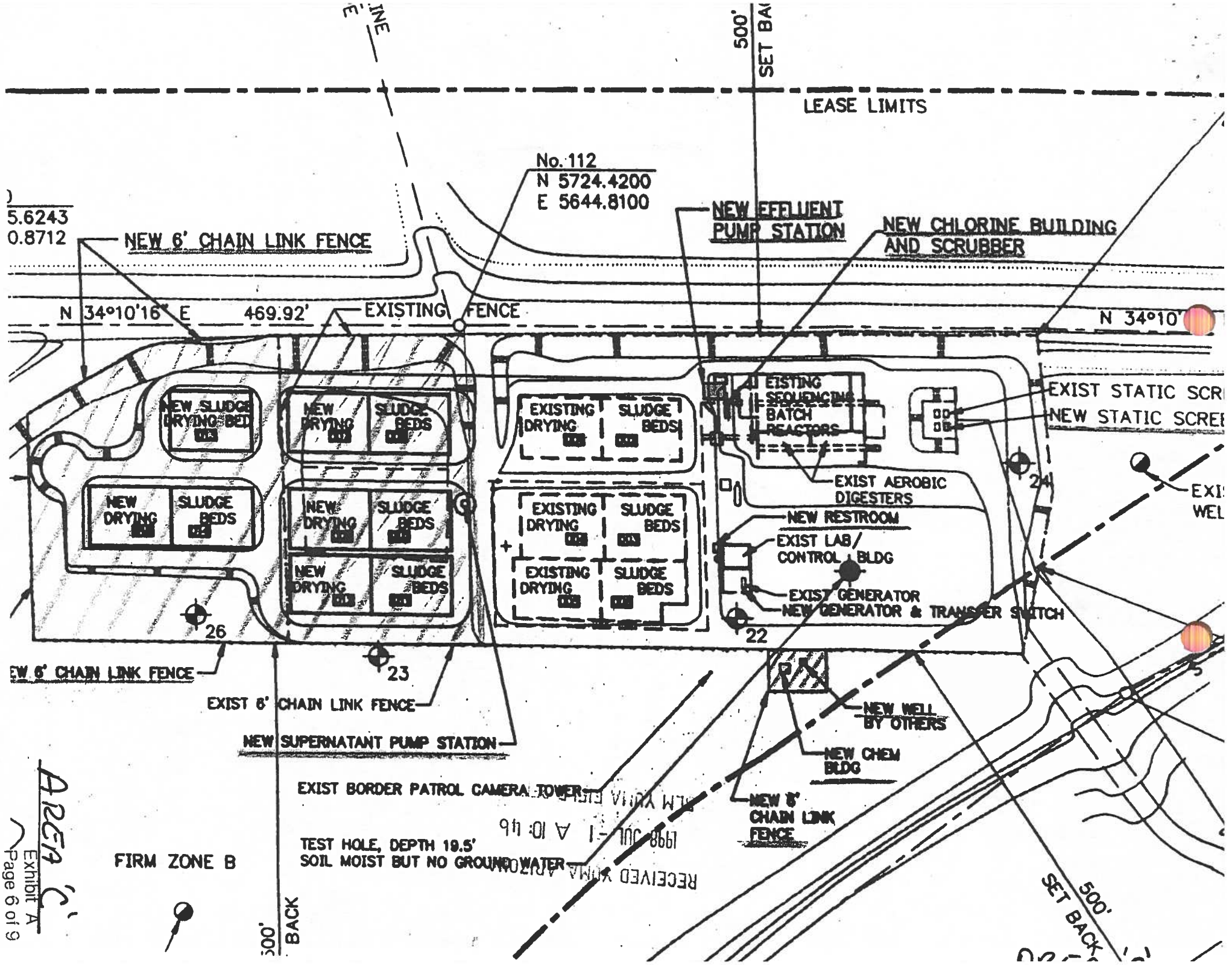


Exhibit A
Page 6 of 9

U.S.A.
AGRICULTURE

FIRM ZONE A

RECEIVED YUMA, ARIZONA
1998 JUL -1 A 10:46
BLM YUMA FIELD OFFICE

Exhibit A
Page 7 of

EFFLUENT DISCHARGE LINE
L.F. 15" PVC PIPE

NEW AEROBIC DIGESTINGS

NEW SEQUENTIAL BATCH REACTORS

LEASE LIMITS

CONSTRUCT NEW BERM

No. 109
N 5089.1205
E 5136.0206

No. 110
N 5335.6243
E 5380.8712

EXIST. 6' CHAIN LINK FENCE

N 44°48'26" E 347.44'

N 34°10'16" E 469.92'

EXISTING FENCE

No. 112
N 5724.4200
E 5644.8100

NEW 6' CHAIN LINK FENCE

EXIST. EFFLUENT PUMP STATION

EXIST. CHLORINE BUILDING AND SCRUBBER

NEW BLOWERS

NEW SLUDGE PUMP STA.

N 34°10'16" E 1249.05'

NEW STATIC SCREENS

EXIST. STATIC SCREEN

EXISTING SEQUENCING BATCH REACTORS

EXIST AEROBIC DIGESTERS

EXIST MONITOR WELL No. 1

EXIST. RESTROOM

EXIST LAB/CONTROL BLDG.

CONTROL BLDG. ADDITION

EXIST GENERATOR & TRANSFER SWITCH

EXIST. WELL

EXIST. CHEM. BLDG.

EXIST. 6' CHAIN LINK FENCE

EXIST. SUPERNATANT PUMP STATION

EXIST BORDER PATROL CAMERA TOWER

TEST HOLE, DEPTH 19.5'
SOIL MOIST BUT NO GROUND WATER

NEW SUPERNATANT PUMP STATION

No. 102
N 6035.7183
E 6207.0759

EXIST 12" FORCE MAIN

S 53°41'15" W 316.60'

EXIST. DRYING BED 013

EXIST. DRYING 007 / SLUDGE BEDS 006

EXISTING DRYING 001 / SLUDGE BEDS 002

EXIST. DRYING 015 / SLUDGE BEDS 014

EXIST. DRYING 009 / SLUDGE BEDS 010

EXISTING DRYING 004 / SLUDGE BEDS 003

EXISTING DRYING 005 / SLUDGE BEDS 006

EXIST. DRYING 012 / SLUDGE BEDS 011

NEW DRYING / SLUDGE BEDS

No. 108
N 4959.1667
E 5512.9769

EXIST. 6' CHAIN LINK FENCE

S 86°32'00" W 532.77'

S 03°58'43" W 398.73'

NEW 6' CHAIN LINK FENCE

FIRM ZONE B

AREA 'D'

MONITOR WELL No. 2

LEASE LIMITS

S 27°36" E 1013.80'

SECTION 11
T11S, R25W

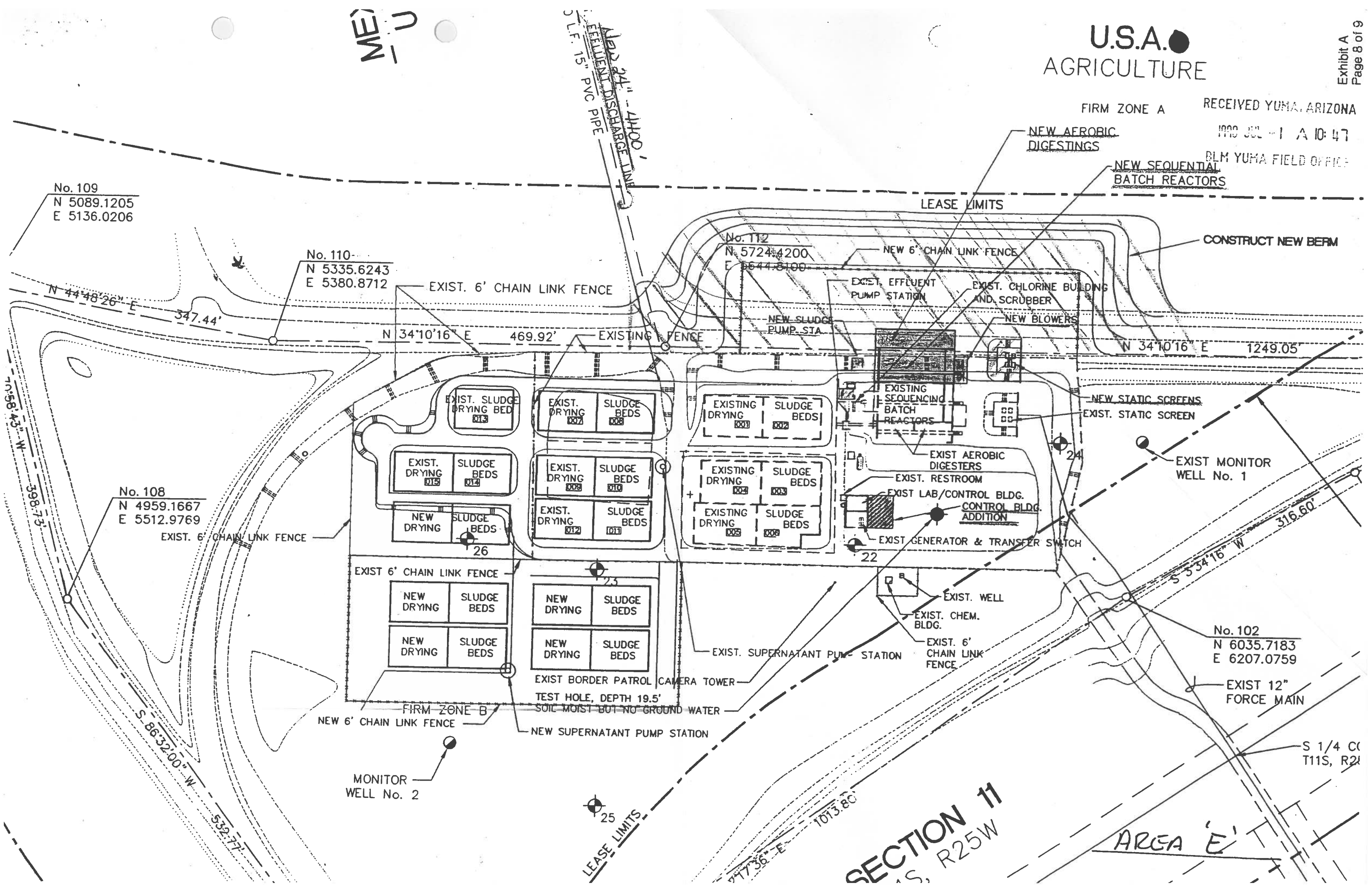
AREA 'D'

24

22

26

25



U.S.A.
AGRICULTURE
Exhibit A
Page 8 of 9
RECEIVED YUMA, ARIZONA
1999 JUL -1 A 10:47
BLM YUMA FIELD OFFICE
FIRM ZONE A
NEW AEROBIC DIGESTINGS
NEW SEQUENTIAL BATCH REACTORS
LEASE LIMITS
CONSTRUCT NEW BERM
No. 109
N 5089.1205
E 5136.0206
No. 110
N 5335.6243
E 5380.8712
No. 112
N 5724.4200
E 5544.8100
EXIST. 6' CHAIN LINK FENCE
NEW 6' CHAIN LINK FENCE
EXIST. EFFLUENT PUMP STATION
EXIST. CHLORINE BUILDING AND SCRUBBER
NEW SLUDGE PUMP STA.
NEW BLOWERS
N 44°48'26" E 347.44'
N 34°10'16" E 469.92'
EXISTING FENCE
N 34°10'16" E 1249.05'
EXIST. SLUDGE DRYING BED 013
EXIST. DRYING 007
SLUDGE BEDS 008
EXISTING DRYING 001
SLUDGE BEDS 002
EXISTING SEQUENCING BATCH REACTORS
NEW STATIC SCREENS
EXIST. STATIC SCREEN
EXIST. DRYING 015
SLUDGE BEDS 014
EXIST. DRYING 009
SLUDGE BEDS 010
EXISTING DRYING 004
SLUDGE BEDS 003
EXISTING DRYING 005
SLUDGE BEDS 006
EXIST AEROBIC DIGESTERS
EXIST. RESTROOM
EXIST LAB/CONTROL BLDG.
CONTROL BLDG. ADDITION
EXIST GENERATOR & TRANSFER SWITCH
EXIST MONITOR WELL No. 1
No. 108
N 4959.1667
E 5512.9769
EXIST. 6' CHAIN LINK FENCE
NEW DRYING
SLUDGE BEDS
EXIST. DRYING 012
SLUDGE BEDS 011
26
22
24
23
EXIST 6' CHAIN LINK FENCE
NEW DRYING
SLUDGE BEDS
EXIST. WELL
EXIST. CHEM. BLDG.
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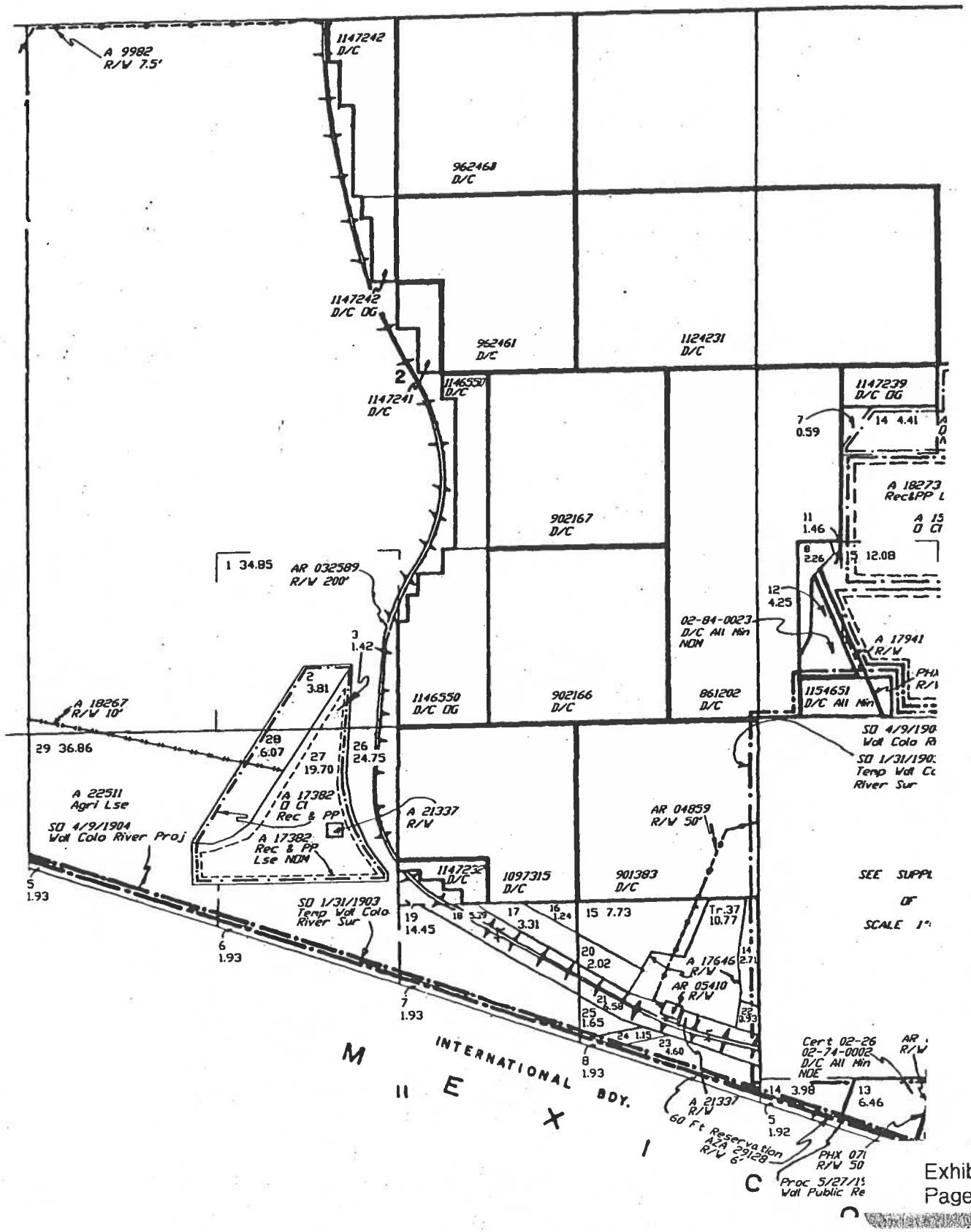
70°58'43" W 398.73'
LEASE LIMITS
1013.80'
SECTION 11
R25W
AREA 'E'

TOWNSHIP 11 SOUTH RANGE 25 WES

C.L. Ford 6/29/



STIPULATIONS
City of San Luis R&PP Lease Renewal
AZA 17382

In addition to the standard lease terms and conditions, the lease will be issued subject to the following stipulations:

1. The lessee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this lease. The lessee shall obtain from the BLM Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide for the type and quantity of material to be used; the pest, insect, fungus, etc. to be controlled; the method of application; the location for storage and disposal of containers; and any other information that the BLM Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1 deadline for the Federal fiscal year beginning the following October 1). Emergency use of pesticides may at times be necessary; in these instances, notification shall be furnished to a BLM Authorized Officer either by telephone or personal visit prior to application of the pesticides.

   The use of substances on or near the leased area shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this lease.

   Failure to comply with the applicable Federal and State laws, regulations and guidelines concerning the use of pesticides shall constitute sufficient grounds for cancellation of the lease.

2. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

3. If in connection with operations under this authorization, any human remains, funerary objects, sacred objects or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (P.L. 101-601; 104 Stat. 3048; 25 U.S.C. 3001) are discovered, the holder shall stop operations in the immediate area of the discovery, protect the remains and objects, and immediately notify the authorized officer. The holder shall continue to protect the immediate area of the discovery until notified by the authorized officer that operations may resume.

4. The lessee shall protect all survey monuments found within the permit area. Survey monuments include, but are not limited to, General Land Office and Bureau of Land

Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.

5. Surface disturbance shall be confined to the project area.

6. Dust control measures, such as watering, shall be implemented during periods of intensive construction activity, high winds, or heavy public use.

7. The lessee shall use a color on the building complex that will blend into the surrounding landscape and thereby reduce the impact upon the visual resources.

8. To minimize visual impacts of excavation, all spoil material shall be redistributed within the site or disposed of.

9. Trash, rubbish, and other construction debris shall be removed from the site and disposed of at a designated sanitary landfill; and the grounds shall be maintained in a neat and orderly manner at all times.

10. There is reserved to the United States, its successors and assigns, the prior right to use any of the land herein described to construct, reconstruct, operate, and maintain dams, dikes, levees, reservoirs, canals, wasteways, laterals, ditches, drainage works, flood channels, telephone and telegraph lines, fiber-optic cables, electric transmission lines, roadways, and appurtenant irrigation structures, without any payment made by the United States, or its successors and assigns, for such right, with the agreement on the part of the applicant that if the construction or reconstruction of any or all of such dams, dikes, levees, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, fiber-optic cables, electric transmission lines, roadways, or appurtenant irrigation structures across, over, or upon said lands should be made more expensive by reason of the existence of improvements or workings of the applicant thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto, and that within thirty days after demand is made upon the applicant for payment of such sums, the applicant will make payment thereof to the United States, or its successors and assigns, constructing or reconstructing such dams, dikes, levees, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, fiber-optic cables, electric transmission lines, roadways, or appurtenant irrigation structures across, over, or upon said lands. There is also reserved to the United States the right of its officers, agents, employees, licensees, and permittees, at all proper times and places freely to have

ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

Lessee further agrees that the United States, its officers, agents, employees, and assigns, shall not be liable for any damage to the improvements or works of the applicant resulting from the construction, reconstruction, operation, or maintenance of any of the works hereinabove enumerated.

Print Clear

Form 2740-001
(May 2016)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED OMB
NO. 1004-0012
Expires: December 31, 2028

APPLICATION FOR LAND FOR RECREATION OR PUBLIC PURPOSES

(Act of June 14, 1926, as amended; 43 U.S.C. 869; 869-4)

Date	Serial Number *(BLM use only)*

Home phone *(include area code)*

1a. Applicant's name	b. Address *(include zip code)*	Business phone *(include area code)*

2. Give legal description of lands applied for *(include metes and bounds description, if necessary)*

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN

County of	State of	Containing *(acres)*

3a. This application is for: ☐ Lease ☐ Purchase *(If lease, indicate year)*

b. Proposed use is ☐ Public Recreation ☐ Other Public Purposes

4. Describe the proposed use of the land. The description must specifically identify an established or definitely proposed project. Attach a detailed plan and schedule for development, a management plan which includes a description of how any revenues will be used, and any known environmental or cultural concerns specific to the land.

5. If applicant is State or Political subdivision thereof, cite your statutory or other authority to hold land for these purposes.

6. Attach a copy of your authority for filing this application and to perform all acts incident thereto.

7. If land described in this application has not been classified for recreation and/or public purposes pursuant to the Recreation and Public Purposes Act, consider this application as a petition for such classification.

(Continued on page 2)

8. Are all activities, facilities, services, financial aid, or other benefits as a result of your proposed development provided without regard to race, color, religion, national origin, sex, or age? ☐ Yes ☐ No *(If "no," describe the situation or activity and your plans for achieving compliance.)*

9. Are all activities, facilities, and services constructed or provided as a result of your proposed development accessible to and usable by persons with disabilities? ☐ Yes ☐ No *(If "no," describe the situation or activity and the reasons for nonaccessibility).*

Applicant's Signature	Date

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representation as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Type or print plainly in ink.
2. Submit application and related plans to the BLM District or Resource Area Office in which the land is located.
3. Study controlling regulations in 43 CFR 2740 *(Sales)* and 43 CFR 2912 *(Leases)*.
4. If applicant is non-governmental association or corporation, attach a copy of your charter, articles of incorporation or other creating authority. If this information has been previously filed with any BLM office, refer to previous filing by date, place, and case serial number.
5. If applicant is non-governmental association or corporation, attach a copy of your authority to operate in the State where the lands applied for are located. If previously filed with any BLM office, refer to previous filing by date, place, and case serial number.

SPECIFIC INSTRUCTIONS

(Items not listed are self - explanatory)

Item

2. If land is surveyed, give complete legal description. If land is unsurveyed, description should be by metes and bounds connected, if feasible, by course and distance with a corner of public land survey. If possible, approximate legal subdivisions of unsurveyed lands should be stated. Acreage applied for must not exceed that specified by regulations.

3a. Generally, title to lands will not be granted upon initial approval of an application. In order to assure proper development or use plans, the general practice will be to issue a lease or lease with option to purchase after development is essentially completed. In any case, term of lease may not exceed 20 years for non-profit organizations or 25 years for governmental agencies, instrumentalities or political subdivisions.

4. Leases and patents under this act are conditioned upon continuing public enjoyment of the purposes for which the land is classified. The plan of development, use, and maintenance must show, at a minimum:
   a. A need for proposed development by citing population trends, shortage of facilities in area, etc.
   b. That the land will benefit an existing or definitely proposed public project authorized by proper authority.
   c. Type and general location of all proposed improvements, including public access *(roads, trails, etc.)*. This showing may take the form of inventory lists, maps, plats, drawings, or blueprints in any combination available and necessary to describe the finished project. Site designs should be provided for intensive use sites and general information about improvements existing or planned on lands within the overall project.
   d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities.
   e. A plan of management to include operating rules, proposed source and disposition of revenues arising from the proposed operation, personnel requirements, etc.
   f. A specific maintenance plan to include, for example, sewage and garbage disposal, road maintenance, upkeep and repair of grounds and physical facilities, etc.
   g. Applications for solid waste disposal sites must comply with guidelines established by the Environmental Protection Agency (40 CFR 258) and must include a detailed physical description of the site including a map, description of ground water situation, soil characteristics and management plan.

6. This may consist of a copy of a delegation of authority, resolution or other evidence of authority from the governing board of the applicant's organization, copy of the by-laws of the organization, or the like.

(Continued on page 3)

NOTICES

The Privacy Act of 1974 and the regulation in 43 CFR 2.48 (d) require that you be furnished the following information in connection with information required by this application.
AUTHORITY: 43 U.S.C. 869 et seq.; 43 CFR Part 2740
PRINCIPAL PURPOSE: The information is to be used to process your application.
ROUTINE USES: In accordance with the System of Records titled, "Land and Minerals Authorization Tracking System—Interior, LLM-32," disclosure outside the Department of the Interior may be made: (1) To appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources, (2) To Federal, State, or local agencies or a member of the general public in response to a specific request for pertinent information, (3) To the U.S. Department of Justice or in a proceeding before a court or adjudicative body when (a) the United States, the Department of the Interior, a component of the Department, or when represented by the government, an employee of the Department is a party to litigation or anticipated litigation or has an interest in such litigation, and (b) the Department of the Interior determines that the disclosure is relevant or necessary to the litigation and is compatible with the purpose for which the records were compiled, (4) To an appropriate Federal, State, local, or foreign agency responsible for investigating, prosecuting, enforcing, or implementing a statute, regulation, rule, or order, where the disclosing agency becomes aware of an indication of a violation or potential violation of civil or criminal law or regulation, (5) To a member of Congress or a Congressional staff member from the record of an individual in response to an inquiry made at the request of that individual, (6) To the Department of the Treasury to effect payment to Federal, State, and local government agencies, nongovernmental organizations, and individuals, and (7) To individuals involved in responding to a breach of Federal data. The BLM will only disclose this information in accordance with the Freedom of Information Act, the Privacy Act, and the provision in 43 CFR 2.56(c).

The Paperwork Reduction Act of 1995 requires us to inform you that:
BLM collects this information to process your request for Federal lands under the provisions of June 14, 1926 (43 U.S.C. 869 as amended), Recreation and Public Purposes Act.
Information will be used to illustrate whether the applicant meets requirements of regulations found in 43 CFR Subpart 2740.
BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.
EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is necessary for processing of the application. If all the information is not provided, the application may result in delay or preclude the BLM's acceptance of your form.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated at 40 hours per response, including the time for reviewing instructions, gathering, and maintaining data and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the U.S. Department of the Interior, Bureau of Land Management (1004-0012), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Mail Stop 401 LS, Washington, D.C. 20240.

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/14/2026

Department Head: Nigel Reynoso, Chief of Police, Police Department

Submitted By: Michelle Boucher, Police Administrator, Police Department

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2026-09. An Order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the City of San Luis Police Department to receive funding for the Impaired Driver/DUI Alcohol Enforcement, STEP/Selective Traffic Enforcement, and Occupant Protection Enforcement Projects by approving Highway Safety Contracts 2027-AL-015, 2027-PTS-066, and 2027-405b-021 between the City of San Luis, Arizona through the San Luis Police Department and the Arizona Governor's Office of Highway Safety. **(Damian Miller, Lieutenant)**

SUMMARY:

The City of San Luis Police Department (SLPD) has been awarded a total of **$40,000.00** to support additional materials, overtime, and employee-related expenses to enhance enforcement for Driving Under the Influence (DUI), traffic enforcement, and occupant protection throughout the City of San Luis. The SLPD has been awarded **$10,000.00** for the Impaired Driver/DUI Alcohol Enforcement project under Contract No. 2027-AL-015 to support personnel services and employee-related expenses to enhance DUI alcohol enforcement and education throughout the City of San Luis.
Additional staffing will allow the SLPD to increase its DUI task force efforts and will improve the ability to enforce DUI laws.

The SLPD has been awarded **$15,000.00** for the Occupant Protection Awareness and Education Materials & Supplies project under Contract No. 2027-405b-021 to assist with providing car seats and training to the community.

The SLPD has been awarded **$15,000.00** for the STEP/Selective Traffic Enforcement Project under Contract No. 2027-PTS-066 to support personnel services and employee-related expenses to enhance speed enforcement and education throughout the City of San Luis. Additional staffing under this grant will allow the SLPD to increase its police traffic efforts and will improve the ability to enforce aggressive driving and speeding laws.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT ORDER NO. 2026-09 AUTHORIZING THE POLICE DEPARTMENT TO RECEIVE THE FUNDING PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	$15,000.00
BUDGETED AMOUNT:	$15,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	250-181-50010 Special Rev.-Public Safety, PD - Overtime - GOHS - STEP - 2027-PTS-066 $15,000

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

The SLPD received a total of $15,000 in overtime and employee-related expenses from the GOHS for FY26 under the STEP project #2027040. **GOHS 2027-PTS-066**

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	$10,000.00
BUDGETED AMOUNT:	$10,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	250-181-50010 Special Rev - Public Safety, PD-Overtime-GOHS-DUI-2027-AL-015 $10,000

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

The SLPD received a total of $10,000.00 in overtime and employee-related expenses from the GOHS for FY26 under the DUI project #2027041. **GOHS 2027-AL-015**

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	$15,000.00
BUDGETED AMOUNT:	$15,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	250-181-60035 Special Rev - Public Safety, PD - Minor Tools/Equip Supplies -GOHS - 2027-405b-021 $15,000

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

The SLPD received a total of $15,000.00 in Occupant Protection Awareness and Education Materials & Supplies from the GOHS for FY26 under the OP project #2027042. **GOHS 2027-405b-021**

Attachments

Order No. 2026-09

2027-405b-021 Grant Agreement

2027-AL-015 Grant Agreement

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Order

No. 2026-09

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE CITY OF SAN LUIS POLICE DEPARTMENT TO RECEIVE FUNDING FOR THE IMPAIRED DRIVER/DUI ALCOHOL ENFORCEMENT, STEP/SELECTIVE TRAFFIC ENFORCEMENT AND OCCUPANT PROTECTION ENFORCEMENT & EDUCATION PROJECTS BY APPROVING HIGHWAY SAFETY CONTRACTS 2027-AL-015, 2027-PTS-066 & 2027-405B-021 BETWEEN THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT AND THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of San Luis desires to eradicate driving under the influence, speed violations, and traffic fatalities; and

WHEREAS, the Arizona Governor's Office of Highway Safety has approved the support of Equipment, Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement the City of San Luis; and

WHEREAS, the Arizona Governor's Office of Highway Safety has approved the support of Personnel Services (Overtime), and Employee Related Expenses to enhance STEP (Selective Traffic Enforcement Program) Enforcement throughout the City of San Luis; and

WHEREAS, the Arizona Governor's Office of Highway Safety has prepared Highway Safety Contracts provides for all the conditions of acceptance of the funds including that these funds shall not be used to supplant other funding of the San Luis Police Department.

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

SECTION 1: That the Highway Safety Contracts titled DUI/Impaired Driving Enforcement 2027-AL-015, and STEP Enforcement 2027-PTS-066 and 2027-405B-021 are approved.

SECTION 2: If a conflict arises between the provisions of this Order and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Order shall govern.

SECTION 3: If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Order is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or controlling legislation, such decision or law shall not affect the validity of the remaining portion of this Order.

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

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

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Joseph Estes, City Attorney

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

	FAIN: 69A3752730000405bAZL	**Assistance Listings: 20.616**
1.	**APPLICANT AGENCY** San Luis Police Department	**GOHS GRANT NUMBER:** **2027-405b-021**
	ADDRESS 1030 East Union Street, San Luis, Arizona 85349	**PROGRAM AREA:** **405b**
2.	**GOVERNMENTAL UNIT** City of San Luis	**AGENCY CONTACT:** Damian Miller
	ADDRESS 1090 East Union Street, San Luis, Arizona 85349	**3. PROJECT TITLE:** Occupant Protection Enforcement and Education Related Materials and Supplies (Car Seats Distribution to Communities for Education and Awareness)
4.	**GUIDELINES:** 405b	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405b funds will support Materials and Supplies (Car Seats Distribution to Communities for Education and Awareness) to enhance Occupant Protection throughout the City of San Luis.

	6. BUDGET COST CATEGORY	**Project Period FFY 2027**
I.	**Personnel Services**	$0.00
II.	**Employee Related Expenses**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$15,000.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$15,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2027
CURRENT GRANT PERIOD	**FROM:** 10-01-2026	**TO:** 09-30-2027

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $15,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 44

Total Population in city/town or county: 38,000

Total Road Mileage: Highway: 6 Local: 100 Total: 106

	2024	2023	2022
Total Crashes	433	409	343
Total Serious Injury Crashes	42	52	44
Total Fatal Crashes	1	1	0
Total Unrestrained Occupant Crashes	0	8	0
Total Unrestrained Serious Injuries	0	2	0
Total Unrestrained Occupant Fatalities	0	0	0

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

The City of San Luis, Arizona has a population of approximately 38,000 to 40,000 and shares a border with Mexico. The community is located in the southwestern corner of the state where agriculture is the majority of the industry. The town is just across the river from California and the border from San Luis Rio Colorado, Sonora, in Mexico, a city of 300,000 plus, many of whom work in multinational maquiladoras. During the height of the Yuma harvesting season, 30,000 to 40,000 Mexican farm workers cross the border each day. The primary employment for local residents is in the agricultural fields, leaving them below the average median income with an annual average wage of $31,500. With 3 certified car seat technicians and the rest of the police staff, the agency is able to reach the lower income residents of San Luis and distribute the much needed car seats, as well as provide the education and training associated with car seat installation. Unrestrained occupant crashes and serious injuries in 2023 went from 8 and 2 to 0 in 2024.

Agency Funding:

Federal 405b funds will support Materials and Supplies (Car Seats Distribution to Communities for Education and Awareness) to enhance Occupant Protection throughout the City of San Luis.

How Agency Will Solve Problem with Funding:

The San Luis Police Department will utilize program funds to spread education and awareness on the importance of child safety seats. The department will help families in need with a properly fitted car seat for their children. The San Luis Police Department is dedicated to ensuring the safety and well being of children in the community.

PROGRAM MEASURES:

Agency Goals:

To decrease unrestrained occupant fatalities 100% from 0 in calendar year 2025 to 0 by December 31, 2027.

To decrease unrestrained occupant serious injuries 100% from 0 in calendar year 2025 to 0 by December 31, 2027.

Grant Agreement Objectives:

Conduct/participate in 1 occupant restraint outreach/educational events each quarter during FFY 2027.

Additional Grant Agreement Objectives:

1. To assist 3 or more families per month with properly fitted car seats.

2. Work with local schools to provide information on upcoming car seat safety classes and events available to the community.

GOALS/OBJECTIVES:

Federal 405b funds will support Materials and Supplies (Car Seats Distribution to Communities for Education and Awareness) to enhance Occupant Protection throughout the City of San Luis.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.
The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Occupant Protection in terms of money, criminal, and human consequences.

The San Luis Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the San Luis Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The San Luis Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Activities: **Car Seats Distribution to Communities for Education and Awareness**

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the San Luis Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2026)	January 30, 2027
2nd Quarterly Report and RCI (January 1 to March 31, 2027)	April 20, 2027
3rd Quarterly Report and RCI (April 1 to June 30, 2027)	July 20, 2027
4th Quarterly Report and RCI (July 1 to September 30, 2027)	**October 15, 2027**
Final Statement of Accomplishments	**October 15, 2027**

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th**). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Nigel Reynoso, Chief, San Luis Police Department, shall serve as Project Director.

Damian Miller, Administrative Lieutenant, San Luis Police Department, shall serve as Project Administrator.

Andrea Martinez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$0.00
II.	Employee Related Expenses (ERE)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies **Car Seats Distribution to Communities for Education and Awareness**	$15,000.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$15,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of $15,000.00.

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.

D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award*s:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statues and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);

- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Ttitle VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant

Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more

than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:	***Signature of Authorized Official of Governmental Unit:***
Nigel Reynoso, Chief San Luis Police Department	Jenny Torres, City Manager City of San Luis
_____	_____
Date Telephone	Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Michelle Boucher

Title: Police Administrator

Telephone Number: 928-341-2420 Fax Number: 928-627-5446

E-mail Address: mboucher@sanluisaz.gov

2. Agency's Fiscal Contact:

Name: Roula Encinas

Title: Director of Finance

Telephone Number: 928-341-8553 Fax Number: 928-341-8549

E-mail Address: rencinas@sanluisaz.gov

Federal Identification Number: 86-0376164

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

City of San Luis

Warrant/Check to be mailed to:

City of San Luis Finance Department
(Agency)

PO Box 7740
(Address)

San Luis, AZ 85349
(City, State, Zip Code)

4. *Unique Entity Identifier:*

078740431
(Unique Entity Identifier #)

7090 E Union Street, San Luis, AZ 85349/PO Box 7740 San Luis, AZ 85349
(Registered Address & Zip Code)

San Luis Police Department	GOHS HIGHWAY SAFETY GRANT	2027-405b-021

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405b, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$15,000.00**

3. AGREEMENT AND AUTHORIZATION TO PROCEED
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

	FAIN: 69A37527300004020AZ0	**Assistance Listings: 20.600**
1.	**APPLICANT AGENCY** San Luis Police Department	**GOHS GRANT NUMBER:** **2027-AL-015**
	ADDRESS 1030 East Union Street, San Luis, Arizona 85349	**PROGRAM AREA:** **402-AL**
2.	**GOVERNMENTAL UNIT** City of San Luis	**AGENCY CONTACT:** Damian Miller
	ADDRESS 1090 East Union Street, San Luis, Arizona 85349	**3. PROJECT TITLE:** DUI/Impaired Driving Enforcement Overtime
4.	**GUIDELINES:** 402–Alcohol (AL)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of San Luis.

	6. BUDGET **COST CATEGORY**	**Project Period** **FFY 2027**
I.	**Personnel Services**	$7,143.00
II.	**Employee Related Expenses (39.99%)**	$2,857.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$10,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2027
CURRENT GRANT PERIOD	**FROM:** 10-01-2026	**TO:** 09-30-2027

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $10,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 44

Total Population in city/town or county: 38,000

Total Road Mileage: Highway: 6 Local: 100 Total: 106

	2024	2023	2022
Total Crashes	433	409	343
Total Injury Crashes	42	52	44
Total Fatal Crashes	1	1	0
Total Impaired-related Crashes	17	12	8
Total Impaired-related Serious Injuries	2	1	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	3	6	24
Total Speed-related Serious Injuries	0	2	1
Total Speed-related Fatalities	0	0	0

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

The San Luis Police Department frequently responds to the San Luis Port of Entry to investigate drivers entering the country who appear to be operating a motor vehicle under the influence. The highest number of calls occur during the weekends and holidays celebrated by both the United States and Mexico. There are many liquor stores, sports bars, strip bars, and nightclubs in the surrounding area, and the legal drinking age in Mexico is 18 years. For that reason, it draws a significant amount of people into Mexico to purchase alcoholic beverages with ease at such establishments. The area also attracts a considerable number of students enrolled in the community college and Universities in Yuma, Somerton, and San Luis campuses. These are located within 27 to 3 miles from the Port of Entry. Underage and those of legal age return to Arizona through the San Luis U.S. Port of Entry. In many cases, they drive off in their vehicles while still under the influence of alcoholic beverages, creating a public safety risk. From 2023 to 2025 the total DUI arrests have continued to decrease from 106 to 93. Extreme DUI arrests have also decreased from 45 to 30.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of San Luis.

How Agency Will Solve Problem with Funding:

The San Luis Police Department will utilize grant funding to support the current DUI enforcement programs in the city. This includes saturation patrols and high visibility enforcements focused on areas if Highway 95 and State Route 195. The DUI enforcement program will assist the department in enforcing impaired driving laws and simultaneously reduce the number of accidents caused by impaired driving. The program will significantly reduce alcohol-related injuries and fatalities and increase the community's awareness about the dangers of driving under the influence.

PROGRAM MEASURES:

Agency Goals:

To decrease the number of impaired driving-related crashes 50% from 17 during calendar year 2025 to 8 by December 31, 2027.

To decrease the number of serious injuries in impaired driving-related crashes 100% from 2 in calendar year 2025 to 0 by December 31, 2027.

To decrease the number of fatalities in impaired driving-related crashes 100 % from 0 in calendar year 2025 to 0 by December 31, 2027.

Grant Agreement Objectives:

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2027.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2027.

Additional Grant Agreement Objectives:

1. To visit the Arizona Western College campuses and University branches and discuss the dangers of drinking and driving at least 3 times by the end of FFY 2027.

The holiday's enforcement mandatory details include: St. Patrick's Day, Cinco de Mayo, Memorial Day, Independence Day, Labor Day, Halloween, and the Thanksgiving through New Year's details.

Note: Any enforcement details requested outside of the holidays listed above must receive prior approval from the GOHS Director. A "Special DUI Detail Form" must be submitted at least one (1) week in advance for review. Additionally, your agency must ensure that funding will not be depleted and funding is available during the grant cycle for the holidays listed above.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of San Luis.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.
The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The San Luis Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the San Luis Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays enforcement mandatory details include: St. Patrick's Day, Cinco de Mayo, Memorial Day, Independence Day, Labor Day, Halloween, and the Thanksgiving through New Year's details.

Note: Any enforcement details requested outside of the holidays listed above must receive prior approval from the GOHS Director. A **"Special DUI Detail Form"** must be submitted at least one (1) week in advance for review. Additionally, your agency must ensure that funding will not be depleted and funding is available during the grant cycle for the holidays listed above.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The San Luis Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the San Luis Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2026)	January 30, 2027
2nd Quarterly Report and RCI (January 1 to March 31, 2027)	April 20, 2027
3rd Quarterly Report and RCI (April 1 to June 30, 2027)	July 20, 2027
4th Quarterly Report and RCI (July 1 to September 30, 2027)	**October 15, 2027**
Final Statement of Accomplishments	**October 15, 2027**

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Nigel Reynoso, Chief, San Luis Police Department, shall serve as Project Director.

Damian Miller, Administrative Lieutenant, San Luis Police Department, shall serve as Project Administrator.

Andrea Martinez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement,

	Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$7,143.00
II.	Employee Related Expenses **(ERE) (39.99%)**	$2,857.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$10,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of $10,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
20-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.

D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award*s:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statues and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);

- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Ttitle VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant

Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more

than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:	***Signature of Authorized Official of Governmental Unit:***
Nigel Reynoso, Chief San Luis Police Department	Jenny Torres, City Manager City of San Luis
_____	_____
_____	_____
Date Telephone	Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Michelle Boucher

Title: Police Administrator

Telephone Number: 928-341-2420 Fax Number: 928-627-5446

E-mail Address: mboucher@sanluisaz.gov

2. Agency's Fiscal Contact:

Name: Roula Encinas

Title: Director of Finance

Telephone Number: 928-341-8553 Fax Number: 928-341-8549

E-mail Address: rencinas@sanluisaz.gov

Federal Identification Number: 86-0376164

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

City of San Luis

Warrant/Check to be mailed to:

City of San Luis Finance Department
(Agency)

PO Box 7740
(Address)

San Luis, AZ 85349
(City, State, Zip Code)

4. *Unique Entity Identifier:*

078740431
(Unique Entity Identifier #)

1090 E Union Street, San Luis, AZ 85349/PO Box 7740 San Luis, AZ 85349
(Registered Address & Zip Code)

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-AL, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$10,000.00**

3. AGREEMENT AND AUTHORIZATION TO PROCEED
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

	FAIN: 69A37527300004020AZ0	**Assistance Listings: 20.600**
1.	**APPLICANT AGENCY** San Luis Police Department	**GOHS GRANT NUMBER:** **2027-PTS-066**
	ADDRESS 1030 East Union Street, San Luis, Arizona 85349	**PROGRAM AREA:** **402-PTS**
2.	**GOVERNMENTAL UNIT** City of San Luis	**AGENCY CONTACT:** Damian Miller
	ADDRESS 1090 East Union Street, San Luis, Arizona 85349	**3. PROJECT TITLE:** STEP Enforcement Overtime
4.	**GUIDELINES:** 402–Police Traffic Services (PTS)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of San Luis.

	BUDGET COST CATEGORY	**Project Period FFY 2027**
I.	**Personnel Services**	$10,715.00
II.	**Employee Related Expenses (39.99%)**	$4,285.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$15,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2027
CURRENT GRANT PERIOD	**FROM:** 10-01-2026	**TO:** 09-30-2027

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $15,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 44

Total Population in city/town or county: 38,000

Total Road Mileage: Highway: 6 Local: 100 Total: 106

	2024	2023	2022
Total Crashes	433	409	343
Total Injury Crashes	42	52	44
Total Fatal Crashes	1	1	0
Total Impaired-related Crashes	17	12	8
Total Impaired-related Serious Injuries	2	1	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	3	6	24
Total Speed-related Serious Injuries	0	2	1
Total Speed-related Fatalities	0	0	0

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

The City of San Luis has two major highways that permit access to several unpaved county and desert roads that allow motor vehicle access to local businesses and residential areas. Highway 95 is a heavy-traffic area that consists of a four-lane highway. Highway 95 is one of the two primary routes for motorists in and out of the city causing heavy traffic in the early and late evening hours. The highway's heavy traffic flow conditions make driving conditions very dangerous for drivers traveling at high speeds in an area surrounded by residential and business districts and agricultural fields. The second route observed as a high-traffic area of importance is State Route 195. The posted speed limit in this area is set to 65 miles per hour. The speed changes at the exit onto State Route 195 and transition onto Cesar Chavez Boulevard. The speed goes from 65 mph to 50 mph zone to 35 mph, which becomes a two-way road. This creates a bottleneck, a hazardous situation for drivers attempting to speed around slower drivers, creating traffic incidents related to road rage. Impatient motorists go off-road into the desert area to avoid traffic congestion and traffic control devices. This increases the probability of single-vehicle collision rollover due to high speeds, lack of maintained area, and non-equipped off-road vehicles.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of San Luis.

How Agency Will Solve Problem with Funding:

The San Luis Police Department is committed to traffic safety and will utilize this project to perform targeted enforcement in problem areas to reduce speeding and aggressive driving. This will include saturation patrols and high visibility enforcement efforts, which have been proved to reduce these issues.

PROGRAM MEASURES:

Agency Goals:

To decrease the number of speeding traffic-related crashes 100% from 3 during calendar year 2025 to 0 by December 31, 2027.

To decrease the number of serious injuries in speeding traffic-related crashes 100% from 0 in calendar year 2025 to 0 by December 31, 2027.

To decrease the number of fatalities in speeding traffic -related crashes 100% from 0 in calendar year 2025 to 0 by December 31, 2027.

Grant Agreement Objectives:

Conduct targeted speed enforcement efforts a minimum of 1 times per month during FFY 2027.

Additional Grant Agreement Objectives:

1. To enforce seat belt laws and child restraint laws by providing the community with education once per quarter.

2. To enforce a zero tolerance approach on school crosswalk violations during school hours and peak seasons with school safety enforcements once per month.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of San Luis.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.
The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The San Luis Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the San Luis Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The San Luis Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtim**e**

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the San Luis Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2026)	January 30, 2027
2nd Quarterly Report and RCI (January 1 to March 31, 2027)	April 20, 2027
3rd Quarterly Report and RCI (April 1 to June 30, 2027)	July 20, 2027
4th Quarterly Report and RCI (July 1 to September 30, 2027)	**October 15, 2027**
Final Statement of Accomplishments	**October 15, 2027**

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th**). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Nigel Reynoso, Chief, San Luis Police Department, shall serve as Project Director.

Damian Miller, Administrative Lieutenant, San Luis Police Department, shall serve as Project Administrator.

Andrea Martinez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases,

	photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$10,715.00
II.	Employee Related Expenses **(ERE) (39.99%)**	$4,285.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$15,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of $15,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
20-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.

D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award*s:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statues and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);

- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Ttitle VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant

Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more

than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:	***Signature of Authorized Official of Governmental Unit:***
Nigel Reynoso, Chief San Luis Police Department	Jenny Torres, City Manager City of San Luis
_____	_____
Date Telephone	Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Michelle Boucher

Title: Police Administrator

Telephone Number: 928-341-2420 Fax Number: 928-627-5446

E-mail Address: mboucher@sanluisaz.gov

2. Agency's Fiscal Contact:

Name: Roula Encinas

Title: Director of Finance

Telephone Number: 928-341-8553 Fax Number: 928-341-8549

E-mail Address: rencinas@sanluisaz.gov

Federal Identification Number: 86-0376164

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

City of San Luis

Warrant/Check to be mailed to:

City of San Luis Finance Department
(Agency)

PO Box 7740
(Address)

San Luis, AZ 85349
(City, State, Zip Code)

4. *Unique Entity Identifier:*

078740431
(Unique Entity Identifier #)

1090 E Union Street, San Luis, AZ 85349/ PO Box 7740 San Luis, AZ 85349
(Registered Address & Zip Code)

San Luis Police Department	GOHS HIGHWAY SAFETY GRANT	2027-PTS-066

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PTS, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$15,000.00**

3. AGREEMENT AND AUTHORIZATION TO PROCEED
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **9.**

Meeting Date: 10/14/2026

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

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

Action Requested: Motion

ITEM:

EXECUTIVE SESSION

Vote to hold an Executive Session pursuant to A.R.S. § 38-431.03(A) (3), (4), and (7).

Discussion and possible action to hold an executive session pursuant to A.R.S. §38-431.03(A) (3), (4), and (7) on any and all matters regarding the leasing of real property at 580 N. San Luis Plaza Dr., San Luis, AZ 85336, for legal advice. **(Joe Estes, City Attorney)**

SUMMARY:

The City Council can be properly advised by holding an executive session for the purposes described in the agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION AS DESCRIBED IN THIS AGENDA ITEM.

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):

This item has no financial impact.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **11.**

Meeting Date: 10/14/2026

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

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

Action Requested: Motion

ITEM:

DISCUSSION AND POSSIBLE ACTION ITEM:

Discussion and possible action on any and all matters regarding the award of a broker/consulting services agreement to lease 580 N San Luis Plaza Dr. **(Jenny Torres, City Manager)**

SUMMARY:

On May 1, 2026, the City of San Luis (the "City") received notice from Advanced Call Center Technologies of its intent to permanently close operations at 580 N San Luis Plaza Dr., San Luis, AZ 85349 ("Facility"). Since receiving this notice, the City has been actively promoting the Facility through the Economic Development Department to attract a replacement tenant. Through these efforts, Jones Lang LaSalle Inc. (JLL), on behalf of the Arizona Department of Economic Security, contacted the City to express interest in the Facility.

Given the complexities of a lease with a state entity, Staff wants to engage a broker experienced with these matters to represent the City. Staff recommends entering into a broker/consultant services agreement with A.T. Pancrazi Real Estate Services, Inc. to facilitate the lease. Any payment under such an agreement would be commission-based and based on the negotiated lease amount, which will be presented to Council for approval once available.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE BROKER/CONSULTANT AGREEMENT WITH A.T. PANCRAZI REAL ESTATE SERVICES INC. IN SUBSTANTIALLY THE SAME FORM AND AUTHORIZE THE CITY ATTORNEY AND MANAGER TO MAKE ANY NECESSARY MINOR MODIFICATIONS.

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):

This agenda item has no fiscal impact.

Attachments

Agreement - Working Draft

EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL OR LEASE

IN CONSIDERATION of this Exclusive Authorization and Right to Sell or Lease by and between **A.T. PANCRAZI REAL ESTATE SERVICES, INC.**, **an Arizona corporation** (hereinafter referred to as "Broker") and the **City of San Luis, an Arizona municipal corporation** (hereinafter referred to as "Owner" or "City"), to market for sale or lease the property described below (hereinafter referred to as "Property") and Broker's promise to attempt diligently to sell or lease the Property, the Owner hereby grants to Broker the exclusive right to negotiate a sale or lease of said Property for the period commencing **October ____, 2026** and ending at midnight **_____, 2027** (the "Term"). Owner/City and Broker may hereinafter be referred to individually as a "Party" or collectively as the "Parties." The Property is located in the City of **San Luis**, County of **Yuma**, State of **Arizona**, located at **580 N San Luis Plaza Dr, San Luis, AZ, 85336** and more particularly described as **Assessor's Parcel No. 775-45-194 and consisting of approximately 6.78 acres of real property, including all improvements situated thereupon**.

1. The price and terms for sale or lease shall be as follows**:** The sales price shall be **$XX** and the lease rate shall be **$XX** per month, plus all operating expenses ("NNN")**,** or such other terms and conditions as are acceptable to Owner. All advertised terms are invitations for proposals are subject to Owner approval. Broker shall not change the advertised price, rent, proposed use, or material terms without Owner's prior written approval.

2. In consideration of this Authorization and Broker's agreement to diligently pursue the procurement of a buyer or tenant for the Property, Owner agrees to pay Broker a commission as set forth in the attached SCHEDULE OF COMMISSIONS. This commission(s) shall be earned for services rendered if, during the Term: (a) the Property is leased to tenants and the lease is approved and executed by Owner within the Term or within the Protection Period described below; (b) a sale is procured at a price and on the terms above stated, or on any other terms agreeable to Owner, and actually closes and Owner receives the sales consideration; or; (c) within one hundred twenty (120) days after the Term (the "Protection Period"), the Property is sold or leased to any person or entity with whom Broker specifically introduced to the Property and with whom Broker had documented, substantive transaction discussions during the Term in an effort to effect a transaction, and whose name appears on a list of such persons or entities which Broker shall provide to Owner within ten (10) days following the Term, provided that if Broker has submitted a written offer to purchase or lease, it shall not be necessary to include the offeror's name on the list. General advertising, distribution lists and unsolicited mass submissions do not qualify for the Protection Period.

3. Services and Reporting. Within ten days after commencement, Broker shall submit for City approval a written marketing plan describing proposed listing platforms, broker outreach, materials, access and showing procedures, and a timetable. Broker shall diligently implement the approved plan, promptly transmit all offers and material inquiries, assist in documenting prospect qualifications without guaranteeing performance, and provide monthly written activity and prospect reports. Broker shall coordinate with the City's designated representative. Ordinary marketing, signage and administrative costs are included in the commission. No reimbursable expense or extra service is permitted without Owner's prior written agreement, and no retainer or additional minimum fee is payable except as expressly stated in the Schedule or approved in writing.

4. Extension of Term. If during the Term of this Agreement an escrow is opened or negotiations involving the sale, transfer, conveyance or leasing the Property have commenced and are continuing, then the term of this Agreement shall be extended for a period through the closing of such escrow, the termination of such negotiations or the consummation of such transaction, provided this Agreement would otherwise have expired during such period. Unless agreed to in writing by Owner, such extension period shall not be greater than ninety (90) days.

5. Owner agrees to cooperate with Broker in effecting a sale or lease of the Property and immediately refer to Broker all inquiries of any party interested in the Property. All negotiations are to be through Broker. Broker is authorized to accept a deposit from any prospective buyer or tenant. Broker is further authorized to advertise the Property and shall have the exclusive right to place a sign or signs on the Property if, in Broker's opinion, such would facilitate the sale or leasing thereof. Owner further agrees that Broker shall be included as a party to any escrow opened for the sale or lease of the Property and the terms of said escrow shall provide that Broker shall

have the right to request the escrow holder to make payment to Broker in the amount of Broker's commission as set forth on the SCHEDULE OF COMMISSIONS attached hereto from any sale proceeds and/or deposits held in escrow. Broker has no authority to execute an offer, letter of intent, sale agreement, lease, option, amendment, waiver or escrow instruction on behalf of Owner or otherwise bind Owner.

6. Termination. Owner may terminate this Agreement for convenience upon one hundred twenty (120) days' written notice, including during the initial Term. In the event Broker shall breach this Agreement, Owner shall notify Broker in writing of such breach, and if Broker has not cured such breach within thirty (30) calendar days after such notice, then Broker shall be in default and Owner may by written notice to Broker terminate this Agreement as of a date specified in the notice of termination (the "Termination Date"). Termination of the Agreement shall not be Owner's exclusive remedy for breach by Broker. Upon termination, Broker shall promptly deliver Owner all outstanding offers and marketing materials, discontinue marketing, and remove its signs.

7. Broker represents Owner concerning the property referenced herein and accordingly, owes Owner all fiduciary and professional duties as provided for under Arizona law and this Agreement. Owner does not provide advance consent to dual agency. Before representing or accepting compensation from a buyer, tenant or other party in a proposed transaction, Broker shall disclose in writing the parties, proposed roles, all compensation and material conflicts, and obtain transaction-specific prior written consent from Owner. Broker shall also disclose any ownership, family, referral or other financial interest in a prospect or transaction and any material conflict involving competing properties. Owner may withhold consent. Broker shall protect information lawfully entitled to confidentiality, including privileged communications and executive-session information, and shall not disclose Owner's negotiating limits without authorization, except as required by law. Broker acknowledges that Owner is a public entity and, as such, is subject to Arizona's public records laws, including, A.R.S. § 39-12, *et. seq*., and nothing herein limits Owner's public-records obligations.

8. It is understood that it is illegal for either Owner or Broker to refuse to present, lease or sell to any person because of race, color, religion, national origin, sex, marital status or physical disability.

9. Owner warrants that it is the owner of record of the Property and has the legal authority to execute this Agreement. Owner agrees to hold Broker harmless from any liability or damages arising from any incorrect information supplied by Owner or any information which Owner fails to supply after requested by Broker. Owner acknowledges receipt of a copy of this Agreement and the attached SCHEDULE OF COMMISSIONS, which Owner has read and understands.

10. Attorneys' Fees; Governing Law; Venue. If either Party commences any litigation to enforce the terms of the Agreement, the prevailing party shall be entitled to receive a reasonable attorney's fees and costs from the other party hereto. This Agreement shall be governed by the laws of the State of Arizona. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona or in the United States District Court for the District of Arizona, if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

11. No amendments or alteration in the terms of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker.

12. The heirs, successors and assignees of the Parties hereto are duly bound by the provisions of this Agreement.

13. This Agreement, any addenda thereto and/or all associated documents may be executed in counterparts, each of which, when taken together shall constitute fully executed originals. Documents delivered by telephonic facsimile transmission shall be valid and binding.

14. Any sale of the Property is subject to the San Luis City Code and A.R.S §§ 9-402 and 9-403.

15. Conflict of Interest. The Agreement is subject to the provisions of A.R.S. § 38-511. The Owner may cancel this Agreement without penalty or further obligations by the City of San Luis or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

16. Agreement Subject to Appropriation. The Owner is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Owner's then current fiscal year. The Owner's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Broker informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Broker hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section. Notwithstanding any other provision, termination under this Section requires no Broker consent and creates no withdrawal fee, accelerated commission, future commission, termination payment or claim for lost profits. This Section controls over Sections 2 and 3 and the entire Schedule of Commissions.

17. Boycott of Israel. To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

18. Forced Labor Of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, by entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

20. E-verify Requirements. To the extent applicable under A.R.S. § 41- 4401, Broker and its subcontractors warrant compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A) ("Immigration Warranty"). Broker's or its subcontractor's failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject Broker to penalties up to and including termination of this Agreement at the sole discretion of the Owner. The Owner retains the legal right to inspect the papers of all Broker's personnel who provide services under this Agreement to ensure that Broker or its subcontractors are complying with the Immigration Warranty. Broker agrees to assist the Owner in regard to any such inspections. The Owner may, at its sole discretion, conduct random verification of the employment records of Broker and any subcontractor to ensure compliance with the Immigration Warranty. Broker shall assist the Owner in regard to any random verification performed. Neither Broker nor any subcontractor will be deemed to have materially breached

the Immigration Warranty if Broker or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

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

22. Indemnification. To the fullest extent permitted by law, ~~the parties~~ Broker shall each indemnify, protect, defend, and hold harmless ~~the other party~~City, its Mayor, Council Members,~~and~~ any and all of its officers, directors, officials, employees, agents, insurers, and indemnitors ("Indemnified Parties") for, from and against any and all suits, claims, losses, liabilities, damages, costs, expenses and debt, including reasonable attorneys' fees and costs incurred by the ~~non-indemnifying party~~ Owner which arise out of, attributable to or caused in whole or in part by acts or omissions of ~~the indemnifying party~~Broker (or its officers, officials, directors, shareholders, agents or employees) including but not limited to injuries to ~~the parties'~~Broker's employees who may or may not be covered by workers' compensation insurance; except, to the extent such suits, claims, losses, liabilities, damages, costs, expenses and debt result from sole negligence of the ~~non-indemnifying~~Indemnified Parties. These obligations are not limited by insurance maintained by either Party, the availability of Arizona Municipal Risk Pool coverage, or any deductible or self-insured retention, and survive termination for acts or omissions occurring during the performance of this Agreement. This Section does not limit direct claims against Broker for breach of contract or professional duties.

23. San Luis Business License. Broker shall obtain and maintain a San Luis Business License throughout the term of this Agreement.

24. Photography and Drawings. All photography, media, time lapse images and other work product (collectively referred to as the "Work Product") in connection with the marketing of the Property, shall be the property of the Owner.

25.[23.] Severability. If any term or provision of this Agreement is held to be void or unenforceable, such term or provision will be ineffective and separable from the remaining terms and provisions of this Agreement without invalidating the remaining terms or provisions of this Agreement.

26.[24.] Miscellaneous. This Agreement contains the entire agreement between the Parties and supersedes any and all discussions or agreements, representations or statements, oral or written, made prior to or contemporaneously with the execution hereof. This Agreement may be executed in one or more counterparts, each of which counterpart a) shall be deemed an original, b) shall be binding upon and inure to the benefit of the Parties hereto and their heirs, successors and assigns, and c) shall be effective and valid under applicable state law. The Parties agree that an electronic signature will be considered an original signature. The individual(s) executing this Agreement on behalf of Owner, warrant and represent that, with respect to the agreements contained herein, he or she has the authority to bind Owner, persons owning an interest in Owner. Each of Owner and Broker agrees to offer the Property in compliance with all applicable anti-discrimination laws, statues, and ordinances. Owner agrees to comply with all applicable federal, state, and local, laws, regulations, codes, ordinances, and administrative orders which pertain to and have jurisdiction over the Property and Owner, including without limitation, the 1964 Civil Rights Act, the Foreign Investment in Real Property Tax Act (FIRPTA), the Comprehensive Environmental Response Compensation Act, the Americans with Disabilities Act, and all amendments thereto as may apply.

ACCEPTED AND AGREED TO BY BROKER AND OWNER AS OF THE DATE INDICATED HEREINBELOW.

BROKER

A.T. PANCRAZI REAL ESTATE SERVICES, INC.

_____
Thomas J. Pancrazi
President

ATTEST ~~MAYOR'S SIGNATURE~~

_____
Sonia Cornelio
City Clerk

OWNER

THE CITY OF SAN LUIS

_____
Nieves Riedel
Mayor

APPROVED AS TO FORM

_____
Joseph Estes
City Attorney

Dated: _____

SCHEDULE OF COMMISSIONS

A. SALES.

1. **Improved and Unimproved Property:** Six percent (6.0%) of the full sales price actually paid to and received by the Owner at closing but not the settlement amount actually received by Owner. This is the maximum aggregate commission payable by the Owner for the sale, inclusive of all listing, cooperating, buyer, referral and other brokerage compensation paid by Owner. Broker shall pay any approved cooperating-broker share from this amount; no additional Owner payment is authorized. No commission is earned except as provided in the Agreement.

2. **Joint Venture: No joint venture, equity contribution, exchange, option, right of first refusal, business opportunity or other alternative transaction is authorized by this Schedule. Any proposed alternative requires Owner approval and a specific written compensation agreement. No sales commission arises automatically from such an alternative**.

B. LEASES. The rates below apply only to Commissionable Base Rent for the corresponding years of the initial, noncancelable lease term. "Commissionable Base Rent" means the fixed base rent the tenant is unconditionally obligated to pay for that term, net of free rent, abatements, credits and concessions. It excludes taxes (including any applicable GPLET or transaction privilege tax), insurance, common-area and operating expenses, utilities, security deposits, tenant-improvement reimbursements, other pass-through charges, percentage rent, unexercised options and periods beyond a tenant's unilateral termination right. These rates are the maximum aggregate Owner-paid leasing compensation, including any cooperating or tenant broker fees, Broker pays the approved cooperating share from that amount. The Owner will not pay more than one commission on the same rent.

YEARS	NET LEASE
1 through 5	6% Commissionable Base Rent
6 through 10	4% Commissionable Base Rent
11 through 20	1% Commissionable Base Rent

1. Term of More Than 20 Years: If the initial noncancelable lease term is in excess of 20 years, then the commission shall be calculated only upon the rental to be paid during the first 20 years of the term of the lease.

2. Sublease or Assignment: No additional commission is payable by the Owner on an assignment or sublease, or any bonus or lump sum paid by a successor tenant, unless the Owner separately engages Broker for that transaction in a written agreement. No commission shall be paid twice on the same rent or consideration.

3. Month-To-Month Tenancy: The commission shall be 100% of the first month's rent but in no event less than

$500. In the event a month-to-month Tenant subsequently executes a lease, either direct with Owner or through Broker, within 24 months from the date of occupancy of the month-to-month tenancy, then Broker shall receive a leasing commission in accordance with the provisions of this Schedule, with any month-to-month commission paid credited against it.

4. Exclusions: None.

5. Extension of Lease or Additional Space Taken: No additional commission is payable for an extension,

renewal, option exercise, holdover or additional space unless the Owner separately engages Broker by a written agreement. The initial listing does not create a continuing commission entitlement on future rent.

6. Purchase of Property by Tenant: Should Tenant, his successors, or assignees, purchase the subject property during the term of the lease, for a maximum period of five (5) years from the commencement of such lease, then a sales commission shall be paid when the purchase is effected. Said sales commission shall be computed in accordance with the provisions of this Schedule, less the amount of paid lease commissions earned to the portion of the lease term extending beyond the effective date of said purchase.

7. Percentage Rental: If Owner approves a lease with a percentage clause the commission rate applicable to the corresponding lease year shall apply only to the percentage of rent actually received by Owner, subject to the lease being a commissionable transaction under the Agreement. This commission shall be due and payable within thirty days after the Tenant's final payment and accounting of percentage rental for the preceding lease year. This obligation applies only to the original noncancelable term, capped at twenty (20) years, and does not extend to renewals or other later transactions without a separate written agreement.

C. PAYMENT OF EARNED COMMISSIONS.

1. Sales commissions are earned and payable only upon actual closing and shall be paid through escrow upon the closing of sales and exchange transactions, pursuant to approved escrow instructions. If no escrow is involved, commissions shall be paid upon receipt by Owner of the purchase price and recordation of a deed or upon delivery of such deed or other conveyance if recordation is deferred more than one month thereafter. In the event of a contract or agreement of sale, joint venture agreement, business opportunity or other transaction not involving the delivery of a deed, commission shall be paid upon execution and delivery of the instrument of conveyance or establishment of the entitlement of ownership. No commission is earned upon execution of an unclosed purchase agreement, establishment of an ownership entitlement, or execution of an alternative transaction not separately authorized under the Agreement.

2. Leasing and subleasing commissions are earned and payable in two installments and shall be paid as follows: (a) one-half upon execution and delivery of a noncancelable lease by Owner and Tenant, and (b) one-half after rent commencement and the Owner's receipt of the first full installment of base rent due after any agreed free-rent period. If the lease terminates before rent commencement other than because of the Owner's breach of the executed lease, Broker shall refund the first installment within thirty days. No commission accrues on optional or unexercised future lease periods. Month-to-month and percentage-rent payments are governed by Schedule above.

D. MISCELLANEOUS.

1. If Owner fails to make any payment at the time required herein, the delinquent sum(s) shall bear interest at the maximum rate permitted by law.

2. This Schedule is part of and subordinate to the Agreement and is binding upon the Parties only when executed by both Parties. No amendments or alteration in the terms hereof or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker.

3. This Schedule applies only to the transactions authorized under the Agreement and shall be used only for transaction in which A.T. PANCRAZI REAL ESTATE SERVICES, INC. is involved and shall not be distributed to any other party, except as required by Arizona public record laws.

The undersigned hereby acknowledges receipt of a copy of this Schedule and agrees to pay a commission(s) as provided herein.

ACCEPTED AND AGREED TO BY BROKER AND OWNER AS OF THE DATE INDICATED HEREINBELOW.

BROKER	**OWNER**
A.T. PANCRAZI REAL ESTATE SERVICES, INC.	THE CITY OF SAN LUIS
_____	_____

Thomas J. Pancrazi
President

Nieves Riedel
Mayor

ATTEST ~~MAYOR'S SIGNATURE~~

APPROVED AS TO FORM

_____
Sonia Cornelio
City Clerk

_____
Joseph Estes
City Attorney

Dated: _____