

AGREEMENT

THIS AGREEMENT, made this 29th day of Sept., 2015 by and between CITY OF SAN LUIS, ARIZONA hereinafter called "OWNER" and Rob's Backhoe Service, doing business as a licensed contractor, hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of: **a sewer lateral from the property of the St. Jude Thaddeus Roman Catholic Church to the collector at Beach Street in San Luis.**
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **PROJECT** described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS upon the date specified in the NOTICE TO PROCEED and will complete the same within **30** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT

DOCUMENTS and comply with the terms therein for the sum of **\$ 37,395.00**
or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" MEANS and includes the following:

- A. Agreement
- B. Supplemental General Conditions
- C. Notice to Proceed
- D. Project Drawings prepared by: James Davey and Associates, Inc.
- E. Specifications - Public Works Standards for Yuma County Volume I & II (latest edition)

ADDENDA

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in Two (2) copies each of which shall be deemed an original on the date first above written.
8. The CONTRACTOR must indemnify and defend the OWNER, and its employees, against all liability or loss, and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the performance of the WORK. The CONTRACTOR's indemnification responsibility extends to all Subcontractors and anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether a claim, damage, loss or related expense is caused in part by a party indemnified under this Contract, including the OWNER.

9. The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance. This agreement shall be subject to the provisions of ARS §38-511.

10. Contractor warrants, and shall require its subcontractors 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.

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.

Owner retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure that the Contractor or subcontractor is complying with this warranty.

OWNER:

City of San Luis

BY Tadeo A. De la Haya
NAME Tadeo A. De la Haya
(Please Type)
TITLE Interim City Manager

CONTRACTOR:

BY Robert Tuggle
NAME Robert Tuggle
(Please Type)
TITLE Member

(SEAL)

(SEAL)

ATTEST:

Melissa Lopez
NAME Melissa Lopez
(Please Type)
TITLE Deputy City Clerk
DATE 9/29/15

ATTEST:

Eulogio Vera
NAME Eulogio Vera
(Please Type)
TITLE Public Works Director
DATE 9/29/15