

CONTRACT

For the Construction of

**City of San Luis
Beach Street Sewermain and Roadway Improvements Project
(CDBG Contract # 132-15)**

THIS AGREEMENT, made and entered into this 22nd day of July, 2015, by and between CEMEX Construction Materials South LLC (CONTRACTOR) of the City of _____, County of _____, and State of _____, party of the first part, hereinafter designated the CONTRACTOR, and the City of San Luis, Arizona, party of the second part, hereinafter designated the OWNER.

WITNESSETH: That the CONTRACTOR, for and in consideration of the sum to be paid him by the OWNER, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I -- SCOPE OF WORK: The CONTRACTOR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **City of San Luis Beach Street Sewermain and Roadway Improvements Project (CDBG Contract # 132-15)** and to completely and totally construct the same and install the materials therein for the OWNER, in a good and workmanlike and substantial manner and to the satisfaction of the OWNER through its engineers and under the direction and supervision of the ENGINEER, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specification prepared by the engineers for the OWNER, and with such modifications of the same and other documents that may be made by the OWNER through the ENGINEER or his properly authorized agents, as provided herein.

ARTICLE II -- CONTRACT DOCUMENTS: The ADVERTISEMENT FOR BIDS, BID SCHEDULE, Additive Bid Items, if any, PLANS, SPECIFICATIONS, General Conditions, Special Provisions, Addenda, if any, PROPOSAL, BID SURETY BOND, Yuma County Public Works Standard, Vol. 1, [Details] and Vol. 2, [Specifications], City of Yuma Construction Standard [Detail Drawing], CONTRACT SURETY BOND, LABOR AND MATERIALS SURETY BOND, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this CONTRACT to the same extent as if set forth herein in full.

ARTICLE III - LEGAL ARIZONA WORKERS ACT COMPLIANCE: To the extent applicable under A.R.S. § 41-4401, the CONTRACTOR and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The CONTRACTOR or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the AGREEMENT and may result in the termination of the Agreement by Owner. Owner retains the legal right to randomly inspect the papers and records of the CONTRACTOR and its subcontractors who work on the Agreement to ensure that the CONTRACTOR and its subcontractors are complying with the above-mentioned warranty. The CONTRACTOR and its subcontractors warrant to keep the

papers and records open for inspection during normal business hours by Owner and to cooperate with Owner's inspections.

ARTICLE IV – CERTIFICATION OF NO SCRUTINIZED BUSINESS OPERATIONS:

Pursuant to A.R.S. § 35-397, CONTRACTOR hereby certifies that it does not have scrutinized business operations, as define in A.R.S. § 35-391(15), in Sudan, and that it does not have scrutinized business operations, as defined in A.R.S. § 35-393 (12), in Iran.

ARTICLE V - CONFLICT OF INTEREST: All parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

ARTICLE VI - TIME OF COMPLETION: The CONTRACTOR further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the PROPOSAL Pamphlet [90 calendar days from date of Notice to Proceed].

ARTICLE VII - PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the CONTRACT DOCUMENTS, which are a part hereof and in accordance with the directions of the Owner, through its Engineer, and to his satisfaction, the Owner agrees to pay the said CONTRACTOR the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the PROPOSAL made a part hereof, and to make such payments within forty-five (45) days after final inspection and acceptance of the work.

ARTICLE VIII – INDEMNIFICATION: The CONTRACTOR hereby agrees to indemnify and save harmless the City of San Luis, and any jurisdiction or agency issuing permits for any work included in the PROJECT, their officers, agents and representatives from all suits, action, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the CONTRACTOR or his agents, or from any claims of amounts arising or recovered under Workmen's Compensation laws or any other law, bylaw, ordinance, or order or decree.

IN WITNESS WHEREOF, the original CONTRACT will be filed with the City of San Luis Clerk.

The CONTRACTOR agrees that this CONTRACT, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount[s], as bid in the PROPOSAL. The OWNER shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of Dollars (\$ 239,674.00).

ATTEST: this ____ day of _____, 2015

CONTRACTOR [Party of the First Part]

Signature

Name and Title

Witness [If CONTRACTOR is an individual] [Date]

Name and Title

ATTEST: this ____ day of _____, 2015

City of San Luis
[Owner -- Party of the Second Part]

Robert Eads
City Manager