

CONTRACT

For the Construction of
City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG Contract #113-20)

THIS AGREEMENT made and entered into this ____ day of _____, 2019 by and between **CEMEX Construction Materials South, LLC** (CONTRACTOR) of the **City of Yuma**, County of **Yuma**, and State of **Arizona**, 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 Rancho Los Oros Roadway Improvements (CDBG Contract #113-20)** 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, City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and City of Yuma Construction Standard Detail Drawings, Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, City of Yuma Construction Standard Detail Drawings – Edition 2019, 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 defined 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 – COMPLIANCE WITH THE LAW:

The CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations including but not limited to the following:

All parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

The CONTRACTOR hereby 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 warranty shall be deemed a material breach of this Agreement. The City retains the legal right to inspect the papers of the CONTRACTOR to ensure that the CONTRACTOR complies with this warranty.

The CONTRACTOR certifies that it does not participate in and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.

The CONTRACTOR shall obtain or maintain a City of San Luis, Arizona Business License for the duration of this CONTRACT.

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 **120 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 **(\$ 523,384.05)**.

This _____ day of _____, 2019

CONTRACTOR [Party of the First Part]

Signature

Name and Title

Witness [If CONTRACTOR is an individual] [Date]

Name and Title

This _____ day of _____, 2019

City of San Luis, Arizona

Gerado Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

CONTRACT PERFORMANCE SURETY BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG CONTRACT # 113-20)

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:

That, _____, (hereinafter called the Principal), as Principal,
and _____, a corporation organized and existing under the laws of the State of _____
and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona,
with its principal office in the City of _____, (hereinafter called the Surety) as Surety, are held firmly bound unto the
City of San Luis, Arizona (hereinafter called Obligee) in the amount of _____ Dollars
(\$_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with the Obligee, dated the _____ day of _____
_____, 20____, to construct the Rancho Los Oros Roadway Improvements (CDBG Contract # 113-20), which
CONTRACT is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform
and fulfill all the undertakings, covenants, terms, condition and agreements of the _____ CONTRACT during the original term
of CONTRACT and any extension of the CONTRACT, with or without _____ notice to the Surety, and during the life of any guaranty
required under the CONTRACT, and also performs and fulfills all the undertakings, covenants, terms, conditions, and
agreements of all duly authorized modifications of the CONTRACT that may hereafter be made, notice of which modifications
to the Surety being hereby waived; then the above obligation is void. Otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to provisions of Title 34, Chapter 2, Article 2, Arizona Revised
Statutes, and all liabilities on this bond shall be determined in accordance with provisions of Title 34, Chapter 2, Arizona Revised
Statutes, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a
judge of the Court.

Witness our hands this _____ day of _____, 20_____.

Agency of Record

Agency Address

Surety Firm

Principal Firm [Seal]

By _____
Surety Signature

By _____
Principal Signature

Name and Title {Attach current power of attorney}

Name and Title

LABOR AND MATERIALS SURETY BOND
STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG CONTRACT # 113-20)

For: City of San Luis, Arizona

KNOWN BY ALL MEN THESE PRESENTS:

That, _____, (hereafter called the Principal), as Principal

and _____, a corporation organized and existing under the laws of the State of _____ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the City of _____, (hereinafter called the Surety) as Surety, are held firmly bound unto the City of San Luis, Arizona (hereinafter called Obligee) in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with the Obligee, dated the _____ day of _____, 20____, for City of San Luis Rancho Los Oros Roadway Improvements (CDBG Contract # 113-20), which CONTRACT is hereby referred to an made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the CONTRACT, this obligation is void, otherwise it remains in in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statues, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20_____.

Agency of Record

Agency Address

Surety Firm

By _____
Surety Signature

Name and Title {Attach current power of attorney}

Principal Firm [Seal]

By _____
Principal Signature

Name and Title

CITY OF SAN LUIS, ARIZONA CERTIFICATE OF INSURANCE

Project Name: City of San Luis
 Rancho Los Oros Roadway Improvements
 (CDBG CONTRACT # 113-20)

The _____ Certifies that
 the following insurance policies have been issued on behalf of:

Name of Insured: _____

Address of Insured: _____

	Type of Insurance	Policy No.	Effective Date	Expiration Date	Amount	Limits of Liability
(1)	Workmen's Compensation					Statutory
(2)	Contractors Protective Bodily Injury				\$1,000,000	Each Occurrence
(3)	Contractor's Protective Property Damage				\$1,000,000 \$1,000,000	Each Accident Aggregate
(3)	Contractual Bodily injury				\$1,000,000	Each Occurrence
(3)	Contractual Property Damage				\$1,000,000 \$1,000,000	Each Accident Aggregate
(4)	Automobile Bodily Injury & Property Damage				\$1,000,000	Each Occurrence

When the project includes construction of a new, or modification of an existing building [in addition to the above types]:

- (5) Fire and extended coverage plus Vandalism and Malicious Mischief for the full amount of the CONTRACT, with the City of San Luis named as an additional insured.

		Policy No.	Expiration Date	Amount
(6)	Umbrella Coverage [if required within Special Provisions]			

Policy includes coverage for:

- (1) a. Damage caused by blasting
- b. Damage caused by collapse or structural injury
- c. Damage to underground utilities
- (2) Liability assumed in construction agreements and other types of CONTRACTS or agreements in effect in connection with insured operations
- (3) All owned, hired or non-owned automotive equipment used in connection with the insured operation.

CITY OF SAN LUIS, ARIZONA CERTIFICATE OF INSURANCE

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG CONTRACT # 113-20)

It is agreed that none of these policies will be canceled or changed so as to affect this certificate until thirty (30) days written notice of such cancellation or change has been delivered to the City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349.

It is further agreed that:

- (1) These policies shall not expire until all work has been completed and the PROJECT has been accepted in writing by the City of San Luis. A renewal Certificate of the required coverage must be sent to the City of San Luis not less than thirty (30) days prior to expiration date).
- (2) The policy shall be endorsed to include the following additional insured language: "City of San Luis, Arizona shall be named as an additional insured with respect to liability arising out the activities performed by, or on behalf of the Contractor, including completed operations".

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

<hr style="border: none; border-top: 1px solid black;"/>	Countersigned by:	<hr style="border: none; border-top: 1px solid black;"/>
Date		<hr style="border: none; border-top: 1px solid black;"/> Signature
		<hr style="border: none; border-top: 1px solid black;"/> Address
		<hr style="border: none; border-top: 1px solid black;"/> Telephone Number