

CONTRACT

For the Construction of

City of San Luis
4th Avenue Waterline Relocation
In Conjunction With Valley View Apartment Development

THIS AGREEMENT, made and entered into this TH 28 day of April, 2022, by and between Desert Excavating Inc. (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, as authorized by the August 19, 2021 Development Agreement between the City of San Luis, Arizona and Comite de Bienestar, Inc., regarding the development of public infrastructure along North 4th Avenue in conjunction with private development of the Valley View Apartment project..

WITNESSETH: That the CONTRACTOR, for and in consideration of the sum of \$110,888.00, 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 a **4th Avenue Waterline Relocation project**, in support of the Valley View Apartment development, in accordance the CONTRACTOR proposal of April 22, 2022 (as revised on April 24, 2022), 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. Work to be performed by the CONTRACTOR includes lowering approximately 500 feet of existing 12-inch waterline along 4th Avenue, in addition to lowering four 12-inch connections/stubs, two of which are connections to a pressure reducing valve and two of which are lines connected to hydropneumatics tanks and booster pumps inside the Public Works yard. Lowering of the lines is required due to the vertical realignment of 5th Avenue to improve visibility along 4th Avenue.

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 2009, 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 [60 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.

ARTICLE IX — RELATIONSHIP OF PARTIES: CONTRACTOR's employees, agents, and subcontractors shall not be considered to be employees or agents of OWNER for any purpose and will not be entitled to any of the benefits OWNER provides for its employees. Rights of the CONTRACTOR 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. Rights of the OWNER include but are not limited to inspection and approval of the work.

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 \$110,888.00!

This 28TH day of April, 2022

Desert Excavating Inc.
CONTRACTOR [Party of the First Part]

Signature

D. Doyle D. King, Jr. President
Name and Title

Witness [If CONTRACTOR is an individual] [Date]

Name and Title

This 28TH day of April, 2022

City of San Luis, Owner,
L. Galaviz
Lizandro Galaviz, Interim City Manager

ATTEST:

Umthope, Deputy City Clerk
for Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil
Kay Marion Macuil, City Attorney

Proposal and Contract



Desert Excavating Inc.
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PH: (928) 344-9778 Fax: (928) 726-0144
Lic.: 076036 L-77 076035 A-12



PROPOSAL SUBMITTED TO
City of San Luis

PHONE
341-8577

DATE
3/22/22

STREET

JOB NAME
Valley View Apts - 4th Ave Reconstruction

CITY, STATE, AND ZIP CODE

JOB LOCATION

PERIOD COVERED FROM 3/22/22 TO 4/22/22 (APPROX)

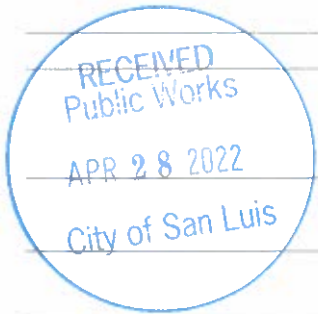
JOB PHONE

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:
Lower +/-580' of 12" water line.

To Include: Lower existing 12" water line with appurtenances.
Includes 12" lines to water tank.
Installation of 12" isolation valve.

To Exclude: Permits and fees.
Survey staking.
Finish grading.

Revised 4/24/22
added tax and
bond



WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. FOR THE SUM OF:

One Hundred Ten Thousand Eight Hundred Eighty Eight and 00/100 DOLLARS (\$110,888.00)

PAYMENT TO BE MADE AS FOLLOWS:

On a monthly basis, equal to 100% of material delivered and labor performed.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized
Signature

All Accounts Due and Payable the 10th of Month following Purchase. Delinquent Ten Days Thereafter. 1 1/2% per month (18% Annual Interest) Service charge added to Delinquent Accounts

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Date of Acceptance:

Signature *James R. Einwaechter*

James R. Einwaechter, P.E. April 28, 2022
Signature Public Works Department, City of San Luis, AZ