

CONTRACT

For the Construction of

City of San Luis Merrill Avenue Improvements - County 22nd Street to Los Oros Street - Phase 1 (CDBG Contract #122-24)

This agreement (“AGREEMENT”) is made and entered into this ____ day of June 2024 by and between:

DPE Construction, Inc. 1636 East 20 th Street Yuma, Arizona 85365, an Arizona for-profit corporation (“CONTRACTOR”) and	City of San Luis, Arizona P.O. Box 1170 San Luis, Arizona 85349, an Arizona municipal corporation (“OWNER”).
---	--

The CONTRACTOR, for and in consideration of the sum to be paid him by the CITY, 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 Merrill Avenue Improvements - County 22nd Street to Los Oros Street - Phase 1 (CDBG Contract #122-24)** 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 engineer (“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 CONTRACT DOCUMENTS are 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 Public Works Standards (Adopted by reference into the San Luis City Code § 15.20.010 and available on the San Luis website <https://sanluisaz.gov> Document Center) which include the Supplemental to the M.A.G. Uniform Standard Specifications and Details for Public Works Construction and City of Yuma Construction Standard Detail Drawings, Maricopa Association of Governments (M.A.G.) 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. The CONTRACT DOCUMENTS are, by this reference, incorporated and made a part of this AGREEMENT 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. It may result in the termination of the AGREEMENT by the OWNER. The 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 regular business hours by OWNER and to cooperate with OWNER's inspections.

ARTICLE IV. - CERTIFICATIONS REQUIRED BY ARIZONA STATUTES: To the extent permitted by law, under A.R.S. § 35-393.01 and A.R.S. § 35-394, CONTRACTOR certifies by entering into this AGREEMENT that it does not boycott Israel nor does it use the forced labor of the ethnic Uyghurs in the People's Republic of China to for goods or services as more fully described in the above-cited statutes.

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:

Prevailing Wage: The PROJECT is federally funded and subject to local prevailing wage under the Davis Bacon Act under 40 U.S.C. 3141 *et seq.* and the federal regulations and executive orders promulgated from the Act.

Nondiscrimination: The CONTRACTOR, with regard to the work performed by it after the award and during its performance of this CONTRACT, will not discriminate on the grounds of race, color, national origin, religion, sex, disability, or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964,

Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Americans With Disability Act of 1990 (Public Law 1010-336, 42 U.S.C. §§ 12101-12213) as the Acts are amended and all applicable federal regulations under the Acts, and Arizona Governor Executive Orders 2000-04 and 2009-09 and any Arizona Governor Executive Orders that supersede or amend them.

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

San Luis Business License: 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 - Phase 1 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, specifically 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 incorporated and a part of this AGREEMENT and in accordance with the directions of the OWNER, through its ENGINEER, and to his satisfaction, the Owner agrees to pay the 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 OWNER, the City of San Luis, Arizona, and any jurisdiction or agency issuing permits for any work included in the PROJECT, their elected officials, 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.

[Intentionally left blank. Signature page follows.]

BINDING EFFECT: This AGREEMENT shall inure to the benefit and be binding on the heirs, legal representatives, assignees, and successors of the respective parties to this AGREEMENT. The parties executed this AGREEMENT in Yuma County, Arizona, on the day and year set forth above, which is the day the last party signed the AGREEMENT. The original AGREEMENT will be filed with the San Luis City Clerk.

The CONTRACTOR agrees that this AGREEMENT, 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 AGREEMENT, subject to any additions or deductions as provided in the Project documents, the sum of .one million, four hundred twenty-two thousand, seven hundred fifty dollars (\$1,422,750.00) which includes a five percent (5%) contingency.

DPE Construction, Inc.

Signature Date_____

Print Name

Print Title

City of San Luis, Arizona

Nieves Riedel, Mayor Date_____

Attest:

Sonia Cornelio, City Clerk

Approved As to Form

Kay Marion Macuil, City Attorney