

CITY OF SAN LUIS, ARIZONA  
REMODEL PROJECT AT B STREET CITY BUILDING

**CONTRACT**

This Contract (this “Contract”) made this \_\_\_\_ day of March 2025, between

Celis Development 3080 S. Pacific St. Yuma, Arizona, 85365, an Arizona limited liability company and DBA of Southwest Plumbing & Air (“Contractor”) and	City of San Luis City Hall 1090 East Union Street (physical) P.O. Box 1170 San Luis, Arizona, an Arizona municipal Corporation (“City” or “City of San Luis”)
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Collectively referred to as “Party” or “Parties”.

**SECTION ONE.  
CONTRACT DOCUMENTS**

This Contract includes the following documents which may be individually or collectively referred to as the “Contract Documents”: Request for Bids dated January 15, 2025 (“RFB”) (which includes the Notice of Requests for Bids, Bid Submittal List and associated forms, all Addenda (if any) submittals required by the RFB, required insurance policies and endorsements, bonds sureties, Instruction to Bidders, this Contract, General Conditions, the Scope of Work).

The General Conditions are from Part 100 of the 2015 Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction as adopted and modified by the City of San Luis as its Public Works Standards In the event of a conflict between the General Conditions and this Contract or the RFB, this Contract shall control. All references to the Engineer in the General Conditions shall refer to the Facilities Project Coordinator.

**SECTION TWO.  
DESCRIPTION OF WORK**

REMODEL PROJECT AT B STREET CITY BUILDING

The work consists of a remodel project at the B Street City Building located at 788 East B Street., San Luis, Arizona, more fully described in the Scope of Work in the Contract Documents (“Project”).

**SECTION THREE.  
THE CONTRACT PRICE**

City shall pay Contractor the fixed sum of \$74,929.00 (the “Contract Price”) for the work to be performed under this Contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties.

**SECTION FOUR.  
PAYMENT SCHEDULE**

Payment is to be made within 30 days after billing, after the City has observed, reviewed, or verified that the material or equipment meets the requirements of the Scope of Work. Payment for material or equipment does not constitute final acceptance.

**SECTION FIVE.  
START AND COMPLETION OF WORK**

The work to be performed under this Contract shall be commenced on approximately **March 17, 2025**, as long as any required building permits are received and any agreed upon funds are paid to Contractor. The Project shall be completed by approximately **May 30, 2025**, subject to permissible delays as defined in this Contract. Substantial commencement of the work shall be deemed to occur when the Contractor first supplies workers to the Project who actually commence construction operations.

**SECTION SIX.  
FORCE MAJEURE**

In the event that Contractor shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not in the control of the Contractor, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**SECTION EIGHT.  
EXTRA WORK**

No extra work is to be performed without a written change order approved by the City. Prior to approval of such a change order, the Contractor shall provide an

estimate of the cost for such extra work, and at no time shall the cost for such extra work exceed said estimate.

**SECTION NINE.  
RELEASE OF MECHANICS' LIENS**

Upon satisfactory payment being made for any portion of the work performed, Contractor shall, prior to any further payment being made, furnish to City a full and unconditional release from any claim or mechanic's lien for that portion of the work for which payment has been made.

**SECTION TEN.  
INDEMNITY AND INSURANCE**

The contractor shall hold harmless, indemnify and defend the City against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall hold harmless, indemnify, and defend the City from any claims, demands, suits, actions or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way resulting from or arising out of the operations in connection here, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or Contractor's subcontractors. Insurance coverage specified in the General Conditions and in the special conditions constitutes the minimum requirements. Those shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at the Contractor's own cost and expense, any additional kinds and amounts of insurance that, in the Contractor's own judgment, may be necessary for the Contractor's proper protection in the prosecution of the work. Any such additional insurance shall be made available to the City as an additional insured.

The insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants above. The City in no way warrants that the minimum limits required by the General Conditions are sufficient to protect the successful bidder from liabilities that might arise out of the performance of the work by the bidder, his or her agents, representatives, employees, or subcontractors. Bidder is free to purchase such additional insurance as may be determined necessary. On insurance policies where the City of San Luis is named as an additional insured, the City shall be an additional insured to the full limits of liability purchased by the bidder, even if those limits of liability are in excess of those required by the successful bidder's contract.

All certificates of insurance and endorsements for the City as an additional insured shall be emailed directly to msabori@sanluisaz.gov and ejuarez@sanluisaz.gov

**SECTION ELEVEN.  
INDEPENDENT CONTRACTOR**

A. The City retains the Contractor on an independent contractor basis. The Contractor is not an agent or employee of the City for any purpose. Neither the Contractor nor its employees are entitled to any of the benefits that the City provides for its employees. Any person performing work under this Agreement on behalf of the Contractor shall at all times be under the Contractor's exclusive direction and control. The Contractor shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance as an employee of the Contractor as required by law. The Contractor shall be responsible for all reports and obligations respecting such persons, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation. The Contractor's performance of services and hours worked shall be entirely within the Contractor's control, and the City shall rely upon the Contractor to devote the time reasonably necessary to perform in accordance with this Agreement.

B. The City shall not be responsible for covering the Contractor under any workers' compensation insurance or unemployment compensation insurance plans. The Contractor represents and warrants that it (a) is covered by a workers' compensation insurance policy procured and paid for by it, (b) has a valid notice of exclusion on file with the Industrial Commission of Arizona or (c) is a "sole proprietor" within the meaning of A.R.S. § 23-961(M) and has no employees. The Contractor shall notify the City immediately if the status of such coverage, notice, or sole proprietorship changes.

C. Neither the Contractor nor its employees or agents shall have any authority or right to obligate the City in any way. The Contractor shall identify itself as an independent contractor and shall not hold itself out as an employee or agent of the City.

D. The parties agree that this is not an exclusive contract and that the parties are free to enter into agreements for similar or other services with other parties during the term of this Agreement.

E. The Contractor's rights include but are not limited to the control of the work, manner, and methods of the work, and the right to contract with others.

F. The City's rights include but are not limited to inspection and approval of the work.

**SECTION TWELVE.  
MISCELLANEOUS**

**A. Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Contractor or City of the breach of any covenant of this agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this contract.

**B. Attorneys' Fees.** In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against another party to enforce any of the terms, covenants, or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party. In the event the said prevailing party secures any judgment, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

**C. Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

**D. Headings.** The descriptive headings of the paragraphs of this agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

**E. Further Acts.** Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this contract.

**F. Time of the Essence.** Time is of the essence of this contract.

**G. No Partnership and Third Parties.** It is not intended by this agreement to, and nothing contained in this agreement shall, create any partnership, joint venture or other similar arrangement between Contractor or City. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation, not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

**H. Entire Agreement.** This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the

parties, oral or written, are hereby superseded and merged herein.

I. Amendment. No change or additions are to be made to this agreement except by a written amendment executed by the parties hereto.

**J. Governing Law.** This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. § 38 511.

**K. Reformation.** Should any term, provision, covenant, or condition of this agreement be held to be void or invalid, the parties shall reform this agreement to conform as closely as possible to the original intent thereof.

**L. Venue.** Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

**M. Severability.** Every provision of this agreement is, and will be construed to be, a separate and independent covenant. If any provision of this agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

**N. No Personal Liability.** No member, elected official, officer, or employee of the City shall be personally liable to the Contractor, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to Contractor or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this contract.

**O. Employment Eligibility.** Contractor hereby 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 and 41-4401 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject to penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of CONTRACTOR and any contractor or subcontractor employee of CONTRACTOR to ensure that CONTRACTOR and any of its contractors or subcontractors are compliant with this warranty.

**P. No Forced Labor of the Ethnic Uyghurs.** Under A.R.S. § 35-394 Contractor

certifies, to the extent permitted by law, that it does not currently, and agrees for the duration of this Contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

**Q. No Israel Boycott.** Contractor hereby certifies that the Contractor is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel pursuant to A.R.S. § 35.39301.

**R. Compliance with Law.** Contractor that it will comply with all federal, state, and local statutes, laws, ordinances, rules, and regulations. The Contractor will comply with the Americans with Disabilities Act (ADA) and will indemnify the City for any costs, including but not limited to, damages, attorney's fees, and staff time in any action or proceeding brought alleging violation of the ADA. The Contractor will not discriminate against any person on the basis of race, religion, color, age, sex, or national origin in the performance of this Contract, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964). In addition, the Contractor must include similar requirements of subcontractors in any contracts entered into for performance of the Contractor's obligations under this Contract. The Contractor agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. In addition, the Contractor must include similar requirements of all subcontractors in contracts entered for performance of the CONTRACTOR's obligations under this Contract.

**S. Assignment.** The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**T. Conflicts of Interest.** This Agreement may be cancelled in accordance with A.R.S. §38-511.

*[Remainder of page intentionally left blank; signature page follows.]*

The parties have executed this Contract in San Luis, Yuma County, Arizona the day and year first set forth above.

**City of San Luis**

\_\_\_\_\_  
Nieves Riedel, Mayor

**Attest:**

**Approved As to Form:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

**Celis Development DBA Southwest  
Plumbing & Air**

\_\_\_\_\_  
Estanislao Celis  
Registrar of Contractors #350452

Date: \_\_\_\_\_

**Witness:**

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_