

Quote Description:			Plug	Detail		7.1501 Pipe Insulation - Farwest (4/26)		7.1501 Pipe Insulation - Farwest (12/16)	
Awarded Total:			0.00	0.00		0.00		125,991.95	
Quoted Items Total:			200,000.00	0.00		101,500.00		125,991.95	
Special Conditions:			0.00	0.00		0.00		0.00	
Quoted Total:			200,000.00	0.00		101,500.00		125,991.95	
Last Update:						12/17/2024 9:53:17 AM		12/17/2024 9:53:09 AM	
Comparable Total:			200,000.00	125,991.95		101,500.00		125,991.95	
Seller:						Farwest Insulation Contracting		Farwest Insulation Contracting	
Buyer's Special Terms & Conditions:									
Seller's Special Terms & Conditions:									
Quote Group	Code	Description	Quantity UM	Unit	Total	Unit	Total	Unit	Total
7.1501 Pipe Insulation	7.1501.001	Pipe Insulation	1.00 PLS	200,000.00	200,000.00	125,991.95	125,991.95	101,500.00	101,500.00
Scope Item			Quote Group						125,991.95
									125,991.95



FARWEST INSULATION CONTRACTING

QUOTATION

3171 E. District St. Tucson Az. 85714
Office: 520-624-1033
Cell: 602-881-0080

Contact: Michael Basinger
Title: Branch Manager
E-mail: mbasinger@farwestinsulation.com

Michael Basinger

AZ LIC. # : ROC 201015

Contractor: Kiewit

JOB NAME: Tres Rios WTP Sidestream Anita Mox Process

MN-00659.01

LOCATION: 7101 N. Casa Grande Hwy. Tucson Az 85743

PN-21810

PLAN DATE: 11.01.24

BID DATE: 12.11.24

Over View:

Provide material and Labor to insulate the specified pipe per the following:
Mechanical Specification-40 42 13

Quote is based on the following drawings dated 11/24

C002, M100, M101, M102, M103, M104, M105, M200, M201, M300, MD01, MD02, MD03, MD04, MD05

SCOPE OF WORK:

HVAC:

• Process Air piping- 2-1/2" thick Fiberglass pipe insulation with ASJ and .032 Aluminum jacket finish
banded in place using Aluminum banding or screws where required.

\$124,130.00

Note: All fitting will be fabricated from Standard Pipe insulation materials.
(6# fiberglass pre-molded fitting are not available)

TOTAL AMOUNT OF QUOTE:

\$124,130.00

PLUS PERFORMANCE & PAYMENT BONDS (ADD 1.5%- IF APPLICABLE)

EXCLUSIONS:

Heat Tracing

Premium Time & Shift Work

Victaulic Fittings

Sealing Of Pipe And Ducts Thru Walls

Paint, Sizing, Identification

Fire safing and stopping

No Pre-cleaning or prepping of pipe prior to insulation application. Quote based on a clear and unobstructed access to pipe.

*** Price Break down is for accounting purposes only*** *** Material Tax Included***

QUOTATION IS SUBJECT TO CHANGE AFTER 30 DAYS OF BID DATE

THIS MUST BE SIGNED BEFORE PROCEEDING

This quote is accepted, please proceed with the above work.

Date: _____

Authorized Signature: _____

Purchase Order or Contract Number: _____

			Quote Description:	Plug	Detail		7.5310 Asphalt Sub - iSX Construction				
			Awarded Total:	0.00	0.00		30,888.06				
			Quoted Items Total:	9,600.00	0.00		30,888.06				
			Special Conditions:	0.00	0.00		0.00				
			Quoted Total:	9,600.00	0.00		30,888.06				
			Last Update:				12/16/2024 4:03:46 PM				
			Comparable Total:	9,600.00	30,888.06		30,888.06				
			Seller:				iSX Construction, LLC				
			Buyer's Special Terms & Conditions:				Mobilization included				
			Seller's Special Terms & Conditions:								
Quote Group	Code	Description	Quantity UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
7.5310 Asphalt Sub	7.53.001	Asphalt Paving Sub	48.00	Ton	200.00	9,600.00	643.50	30,888.06	 643.50	30,888.06	
Scope Item			Quote Group								

Tres Rios WRF

7101 North Casa Grande Highway, Tucson, AZ 85743, United States of America

Sent proposal: \$30,582

Submitted Dec 11, 2024 at 1:09 PM MST

ISX Construction, LLC

3210 West El Camino Del Cerro, Tucson, AZ 85745, United States of America

Rob Presuhn | Chief Estimator | +1 520-904-3235 | rob.presuhn@isx-inc.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Chemical Storage Tank			\$30,582
Base Bid			\$30,582

General Acknowledgments

PORPOSAL VALIDITY:

Bidder's proposal is valid for 90 days from the submission date.

Yes

ESCALATION:

Bidder has included all material and labor escalations through completion of scope of work. (If "NO" enter annual escalation rate below)

Yes

What is Bidder's annual material and/or labor escalation rate. (Mark "N/A" if answer above is "YES")

N/A

GENERAL BIDDER ACKNOWLEDGEMENTS:

Bidder is currently licensed to perform work in the State of Arizona in compliance with the Arizona Administrative Code?

Yes

Bidder is aware of site access conditions, including wait times and delays as described in the contract, and has included these costs in their quotation.

Yes

Bidder has read and confirms its proposal complies with the Instructions to Bidders.

Yes

Bidder has read and confirms its proposal complies with the Scope of Work.

Yes

Bidder has read and confirms its proposal complies with the Project's Plans and Specifications provided.

Yes

Bidder has read and confirms its proposal complies with all scope-specific testing, inspections, as required by contract documents and specifications provided.

Yes

Bidder has read and confirms its proposal complies with the Project's Health and Safety and Environmental Plans.

Yes

If work is awarded to Bidder, Bidder agrees to enter into a mutually agreed upon Contract.

Yes

Bidder agrees to the terms and conditions on the sample Agreement provided for this scope. If answer is no, list exceptions below or include separately attached list of exceptions.

Yes

If answer was "no" above, List any exceptions to the Agreement.

N/A

Bidder's warranty complies with the project requirements.

Yes

Bidder has included all applicable taxes in the proposal price.

Yes

Bidder has included costs for all licenses and fees required to perform the Scope of Work.

Yes

Tres Rios WRF

7101 North Casa Grande Highway, Tucson, AZ 85743, United States of America

Is Bidder furnishing any permanent materials as a part of the Scope of Work? Yes

If Bidder is furnishing permanent materials as a part of the Scope of Work, are delivery costs included and compliant with the Freight term of the Instructions to Bidders document? Yes

RFP AMENDMENTS AND REVISIONS:

Bidder acknowledges receipt of all Owner issued amendments (enter highest amendment sequence). 1

Bidder acknowledges that bid is based on "Scope of Work" revision number (enter document revision number). R0

Bidder acknowledges that bid is based on "Instructions to Bidders" revision number (enter document revision number). R0

LEAD TIME, SHIPPING, AND SCHEDULE (MARK "N/A" IF NOT APPLICABLE):

Lead Time - Drawings, include 2-weeks for drawing approval (After Received Order) N/A

Lead Time - 1st Delivery of Equipment/Material to the Project Site (After Received Approved Design) N/A

Lead Time - Last Delivery of Equipment/Material to the Project Site (After Received Approved Design) N/A

For permanent material, where is the material manufactured? Tucson

For permanent material, what are the shipping origins? Tucson

For permanent material, what are the shipping methods involved (Ship, Rail, Truck, etc.)? Truck

For Subcontracts, how many hours per day is Bidder's proposal based on? 8

For Subcontracts, how many hours per week is Bidder's proposal based on? 40

For Subcontracts, is Bidder's proposal based on Union or Non-Union labor? Non-Union

SITE-SPECIFIC REQUIREMENTS (MARK "N/A" IF NOT APPLICABLE):

Safety Training and Orientation is included in the proposal price. Yes

Background checks are included in the proposal price. No

Employee drug screening costs are included in the proposal price. Yes

Bidder has included pricing based on the work hours and calendar restrictions shown in contract documents Yes

INSURANCE AND QUALITY:

Bidder has read and confirms it can comply with the Project Insurance requirements stated in the Project Documents provided. Yes

Bidder has included all additional costs necessary to comply with the Project insurance requirements. Yes

If Bidder will incur additional costs to comply with the Project's insurance requirements, Bidder has provided that cost separately in its proposal. Yes

Does Bidder have a written Quality Assurance program? Yes

Does Bidder have a written Safety Program? Yes

AUTHORIZED COMPANY REPRESENTATIVE SUBMITTING THIS BID:

Company Authorized Representative (Name, Title) Rob Presuhn

By acknowledging "Yes" to this statement, Bidder represents that a duly authorized representative, capable of entering into a legally binding agreement and authorized to submit this bid, is the individual submitting this bid. Yes

Tres Rios WRF

7101 North Casa Grande Highway, Tucson, AZ 85743, United States of America

BIDDER CONTACT INFORMATION:

Bidder Company Name (Legal Name)	ISX Construction, LLC
Address (Street, City, State, Zip)	5800 W Arizona Pavilions Dr. #2398, Cortaro, AZ, 85652
Bidder Contact Name (for questions regarding this proposal)	Rob Presuhn
Contact Email	rob.presuhn@isx-inc.com
Contact Phone	520-904-3235

Bond Information

Is Bidder currently able to Bond or provide an Irrevocable Letter of Credit?	Yes
If unable to provide form of security or providing a form of security is not applicable to the scope of work, please explain.	N/A
If Yes, Enter Bond Rate.	1 %
If Yes, Enter Bond Limit.	\$15,000,000

Certifications

Is bidder registered as Small Business Enterprise (SBE)	No
If yes, please provide the certifying agency and relevant certification #, as applicable. (Enter N/A if not applicable)	N/A

Disclaimers and Clarifications

Bid package documents (electronic) including applicable plans and technical specifications are included in this specific bid package under the FILES tab.

Additional Information

Notes Our proposal is for asphalt paving only.

Attachments

 iSX Proposal - Tres Rios Sid... (856 KB)



Tres Rios Sidestream Anita MOX

From: iSX Construction, LLC
Rob Presuhn
(520) 904-3235
Rob.presuhn@isx-inc.com

To: Kiewit Nuclear Solutions – Southwest District (Phoenix, AZ)
Jack Hanley
(402) 889-2555
Jack.hanley@kiewit.com

Addendums 1
Proposal Date 12/11/2024
Valid for Acceptance 01/11/2025
Supplied Documents Downloaded from BuildingConnected
ISX HeavyBid Number JDH24005
Method of Payment: Lump Sum \$30,582.00 (See attached line-item breakdown)
Progress Payments: Monthly billings based upon completed work on attached line-items
Anticipated Duration: 1 Shift

 (520) 904-3235

 Rob.presuhn@isx-inc.com



5800 W Arizona Pavilions Dr. #2398
Cortaro, AZ 85652

ROC 337322 KA

12/11/2024 19:57
 JDH24005 Kiewitt Tres Rios
 *** Rob Presuhn

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	MOBILIZATION	U	1.000	EA	5,862.00	5,862.00
20	5" ASPHALT PAG SPEC	U	1,545.000	SF	16.00	24,720.00
Bid Total ==>						\$30,582.00

$\$30,582 / 48 \text{ TON} = \$637.13 / \text{TON. INC'D MOB.}$



Project Specific Clarifications:

- 1) iSX Scope is to asphalt pave 5" as shown on the attached highlighted drawing.
- 2) Asphalt quoted is 3" of PAG 1 PG 70-10, and 2" of PAG 2 Low Volume PG 70-10 no RAP.
- 3) General Contractor to fill iSX rollers with water at no cost to iSX.

Exclusions:

- 1) Transaction Privilege Tax (Gross Receipts or Sales Tax on Permanent Materials)
- 2) Traffic Control
- 3) Weekend or holiday work (Standard 40 work week)
- 4) Material Sampling/Testing
- 5) Survey
- 6) Prelowering or raising of existing or new utilities (Manholes, Water Valves, Survey Monuments etc.)
- 7) Payment and Performance Bond
- 8) Pima County Air Quality Permit
- 9) Herbicide
- 10) Moratorium Asphalt Patching
- 11) Sweeping

Standard Conditions/Clarifications:

- 1) This quotation assumes mutually agreeable commercial and legal terms will be reached.
- 2) This proposal is priced as a package of all items listed in the pricing schedule. Prices are subject to change should any above items of work be deleted. This is due to fixed costs spread among all the work items.
- 3) Payment due net 30 days following receipt of invoice.
- 4) Proposal assumes the attached contract clarifications exclusions and conditions will be incorporated into the construction subcontract.

 (520) 904-3235

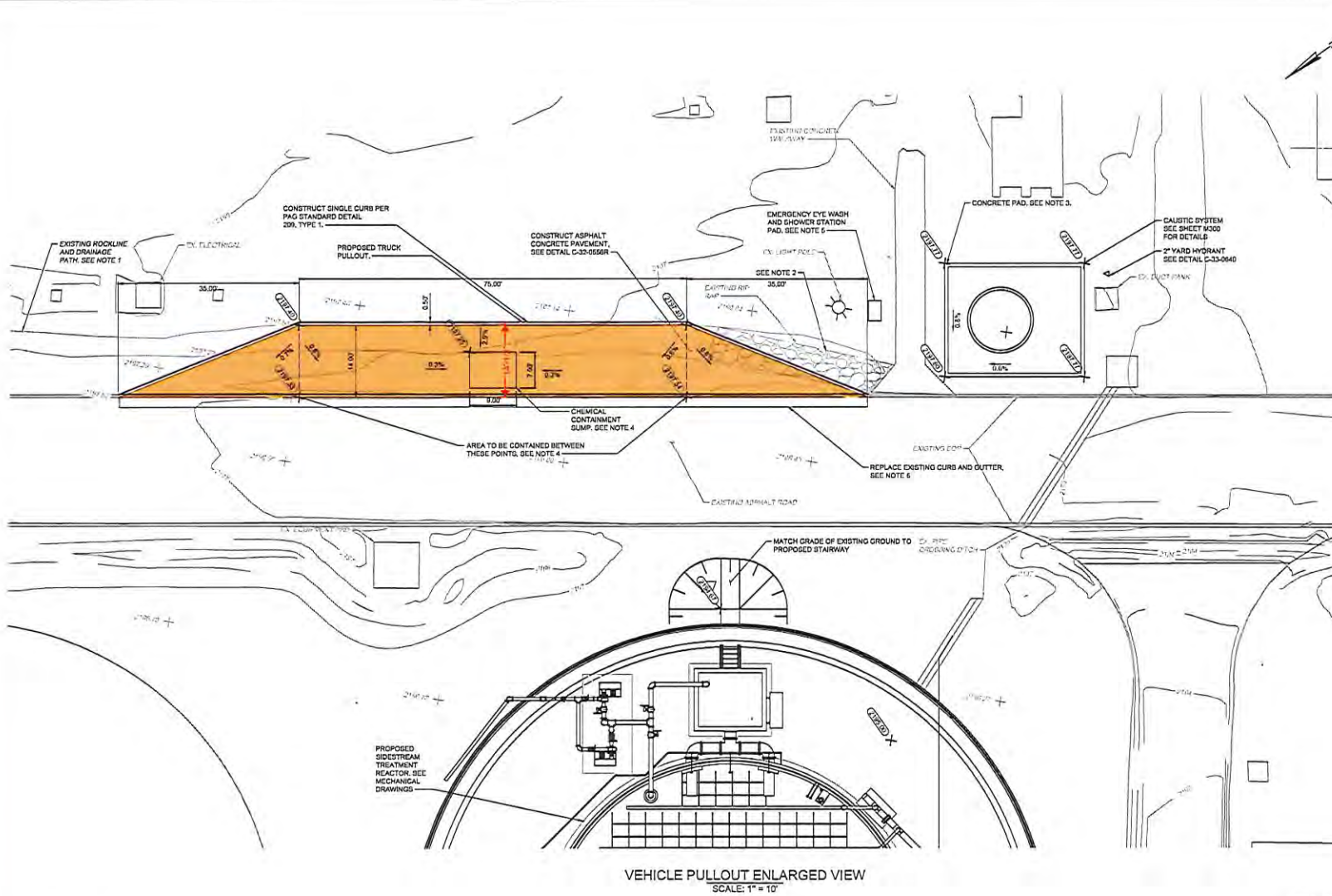
 Rob.presuhn@isx-inc.com



5800 W Arizona Pavilions Dr. #2398
Cortaro, AZ 85652

ROC 337322 KA

HAZEN & SAWYER ENGINEERS AND ARCHITECTS, P.C. 1400 E. SOUTHERN AVENUE, SUITE 340, TEMPE, ARIZONA 85282
PROJECT NO. 70037-003, TRES RIOS WASTEWATER RECLAMATION FACILITY, PHASE 1, GRADING PLAN, SHEET 1 OF 1
DATE: 11/20/2024 9:30 AM



NOTES:

1. ALL ELEVATIONS ARE FROM RECORD DRAWINGS. SITE CONDITIONS MAY VARY. CONTRACTOR TO VERIFY ALL ELEVATIONS.
2. EXISTING RIP RAP IS PRESENT AT THE PROPOSED LOCATION OF THE TRUCK PULLOUT. ADJUST RIPRAP ORIENTATION TO MAINTAIN EXISTING DRAINAGE. MATCH LENGTH, WIDTH, AND DEPTH OF EXISTING.
3. SHOWN PAD ELEVATIONS REPRESENT TOP OF PAD ELEVATION. TOP OF CURB IS 2' ABOVE ELEVATION POINTS. SEE M300 AND S100 FOR MORE DETAILS.
4. CHEMICAL CONTAINMENT SUMP TO BE INSTALLED IN ACCORDANCE WITH SPECIFICATION 33 05 61 SECTION 2.01. THE SUMP IS TO BE LOCATED AT THE LOW POINT OF THE VEHICLE PULLOUT. CONTAINMENT AREA, WITH INNER LENGTH, WIDTH AND DEPTH DIMENSIONS BEING 8' x 8' x 6' RESPECTIVELY. COVER AND GRATE SHALL BE PERFORATED MANHOLE COVER AND INSTALLED IN ACCORDANCE WITH SPECIFICATION 05 50 00.
5. CONSTRUCT EQUIPMENT PAD ACCORDING TO DETAIL S-03-0500 ON S002, AND EYEWASH STATION ACCORDING TO DETAIL M-22-0100 ON M003. PAD DEPTH NOT TO EXCEED 6'.
6. REPLACE EXISTING CURB AND GUTTER WHERE SHOWN ON DRAWINGS. REFER TO MAG STANDARD DETAILS 220-1C AND 221.

VEHICLE PULLOUT ENLARGED VIEW
SCALE: 1" = 10'

SCALE: 1" = 10'

PROJECT ENGINEER:	A. ODEGARD-BEGAY
DESIGNED BY:	K. SCHARBER
DRAWN BY:	M. PEDERSEN
CHECKED BY:	J. LONDON
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"

100% FOR CONSTRUCTION



Hazen
HAZEN AND SAWYER
1400 E. SOUTHERN AVENUE, SUITE 340
TEMPE, ARIZONA 85282

PIMA COUNTY WASTEWATER RECLAMATION
TUCSON, ARIZONA

TRES RIOS WATER RECLAMATION FACILITY
SIDESTREAM ANITA MOX PROCESS

GRADING PLAN

DATE:	NOVEMBER 2024
HAZEN NO.:	70037-003
CONTRACT NO.:	1
DRAWING NUMBER:	C004

Quote Description:				Plug	Detail		7.6110 Rebar Installation Sub - Nucor Steel		7.6110 Rebar Installation Sub		
Awarded Total:				0.00	0.00		187,687.14		0.00		
Quoted Items Total:				180,400.00	0.00		187,687.14		226,135.80		
Special Conditions:				0.00	0.00		0.00		0.00		
Quoted Total:				180,400.00	0.00		187,687.14		226,135.80		
Last Update:							12/17/2024 9:54:57 AM		12/17/2024 4:42:10 PM		
Comparable Total:				180,400.00	187,687.14		187,687.14		226,135.80		
Seller:							Nucor Rebar				
Buyer's Special Terms & Conditions:											
Seller's Special Terms & Conditions:											
Quote Group	Code	Description	Quantity UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
7.6110 Rebar Installation Sub	7.61.004	Furnish & Install Rebar Sub - Reactor Tank	72.00	Ton	2,200.00 158,400.00	2,368.01 170,497.08	 2,368.01 170,497.08	2,757.75 198,558.26			
7.6110 Rebar Installation Sub	7.61.004 (1)	Furnish & Install Rebar Sub - Caustic System	9.00	Ton	2,200.00 19,800.00	1,786.93 16,082.34	 1,786.93 16,082.34	2,757.75 24,819.78			
7.6110 Rebar Installation Sub	7.61.004 (3)	Furnish & Install Rebar Sub - Ductbank	1.00	Ton	2,200.00 2,200.00	1,107.72 1,107.72	 1,107.72 1,107.72	2,757.75 2,757.75			
Scope Item				Quote Group							



Nucor Rebar Fabrication Southwest Inc

4361 E. Tennessee St
Tucson, AZ 85714

Ph (520) 295-8989
Fax (520) 744-8550

Proposal No: **PJ122143**

Proposal Date: **12/11/2024**

Lic No: AZ ROC100725 L62

This proposal is valid for
7 days from date shown above.

BID PROPOSAL

SECTION I- GENERAL INFORMATION

Proposal to: **Kiewit**

Project Name: **Tres Rios WRF**

Ref. No.:

Attn: **Jack**

Drwgs Quoted: **See Attached**

Specs: **See Attached**

Addendums: **See Attached**

SECTION II- SCOPE OF WORK

> Concrete Deformed Reinforcing Steel Detailed, Furnished & Installed per ACI & CRSI Standards.

SECTION III- PRICES

NOTE: Taxes are EXCLUDED from prices shown.

Bid Item	Description	Qty	Unit	Unit Price	Extended
1	Sidestream Treatment Reactor	1	LS	\$167,154.00	\$167,154.00
2	Caustic System	1	LS	\$15,767.00	\$15,767.00
3	Sitework	1	LS	\$1,086.00	\$1,086.00

Total Reinforcing Items= **\$184,007.00**

Cost of Bonds are not included in above prices.

SECTION IV- SPECIAL CONDITIONS, EXCLUSIONS AND/OR CLARIFICATIONS FOR THIS PROJECT

- 1 If awarded within 7 days of the proposal date, then prices shall be held through **9/1/2025** However, that commitment is based on the project start date of **3/1/2025** If the start of the project is delayed, all material shall be subject to any increased cost incurred prior to the actual start dates current market condition. Rebar shipped AND/OR installed after the held date will be subject to an increase of **\$60.00 /Ton** every month after.
- 2 Nucor Harris Rebar Southwest Inc. reserves the right to withdraw this proposal prior to any award and/or modify it's pricing, terms, schedule, or other scope of work under this proposal in the event of a contract provision that includes any COVID 19 vaccination mandate.
- 3 Exclude any and all TERO Requirements and or "Employee Hiring Preferences".
- 4 Exclude Prevailing Wages
- 5 See attached sheet for additional exclusions and qualifications.
- 6
- 7
- 8

Project Name: TRES RIOS WRF

Tres Rios Wastewater Reclamation
Facility
Sidestream Anita Mox Process (3anomx)
Tucson, AZ USA

Architect: HAZEN**Engineer:****Customer: NRF PHOENIX INC****Job Type: Lump Sum****Estimator: ARW****Creation Date: 12/2/2024****Last Modified: 12/9/2024****Status: Incomplete****Escalation: No****Cover Page Comments:**

Assumption:-

Inclusion:-

Sidestream Treatment Reactor - Mat Slab, Concrete Wall, Concrete Pad & Mass concrete Stair.

Caustic System - Mat Slab, Concrete Pier, Curb Wall and Concrete Pad.

Sitework - Pull Box Cover and Concrete Duct Bank.

Exclusion:-

- 1) The following elements has no reinforcement details: -
4" Thick Concrete Pavement (Ref: B/S104), Light Pole Base (Ref: E004 & E-26-0601/SD02) and Single Curb (PAG std 209).
- 2) The following elements are unknown location: -
Concrete Pad (Ref: 6A/S105) and Equipment Support Pad (Ref: S-03-0507/SD02), Ductbank Attachment to Structure and Ductbank Abutment to Structure (Ref: E-33-0107 & E-33-0108/ED03).

Notes:-

- 1) For all concrete elements, we have used lap splice per schedule (Ref:S-3-0204/SD01).
- 2) All bars shall conforms to ASTM A615, Grade 60.
- 3) The following stock length were used in this project -
Concrete - #4, #5, #6 & #7 = 30'-0".

Drawing References:

Structural Drawings: S001 thru SD04 (Nov 2024).
Civil Drawings: C001 thru CD01 (Nov 2024).
Electrical Drawings: E001 thru ED03 (Nov 2024).

SECTION V- CONTRACTOR TO PROVIDE AT NO COST TO SELLER

- 1 X All lines, grades, racks, forms, layout and rigid templates accurately in place before installation, except those forms or other materials that will hinder the installation.
- 2 X Firm, level, subgrade at elevation shown on drawings including all levels, datum lines, elevations, openings and dowel outs for concrete &/or masonry.
- 3 X Clear access roads & ramps for unloading of trailer/truck deliveries to within 50 feet of point of installation, and reasonable storage and lay-down areas.
- 4 X Cages for drilled piers, shafts, caissons, and light pole standards will be tied and stockpiled by Subcontractor.
- 5 X Suitable equipment fully operated for hoisting/lowering reinforcing steel, personnel, wire mesh, etc, including unloading trucks, staging of reinforcing to points of installation (into foundations, and onto elevated decks, etc) setting columns, wall cages and/or any other pre-tied assemblies including power placing of individual bars as required.
- 6 X Copies of all contract documents in quantities as reasonably requested.
- 7 X Parking area and/or cost of parking for field crews and provide area for jobsite office including utility hookup.

SECTION VI- STANDARD EXCLUSIONS BY SELLER & FURNISHED BY BUYER

- 1 X Cost of Inspections, crane inspections, testing, bonds, permits, penalties or Liquidated Damages.
- 2 X Inserts, sleeves, rubatex, water stops, smooth dowels and /or dowel baskets, galvanized or epoxy coated dowels, threaded rebar, stud rails and placing of stud rails.
- 3 X Cleaning, cutting, straightening, locating or rework of existing reinforcing steel, reinforcing extending from piles, or precast
- 4 X Cutting, drilling of holes, grouting, field bending or dry-packing of reinforcing steel.
- 5 X Burning, cutting, or drilling of structural steel/miscellaneous iron to pass reinforcing steel.
- 6 X Protection and/or cleaning of others work, covering, painting, greasing or wrapping of reinforcing steel or smooth dowels.
- 7 X Rebar Safety Caps or devices for covering rebar ends.
- 8 X All welding and rebar welded to structural/ miscellaneous iron.
- 9 X Blocking, chafing, wrapping and/or pulling of welded wire fabric.
- 10 X All dead men, cables, labor and engineering of system for guying of rebar, if required.
- 11 X Cleaning of tie wire clippings, tags and other spots from work areas, cost of dumpster and composite crew cleanup, except as mutually agreed.
- 12 X Lines, grades, steel racks, templates, scaffolding, safety rails, work platforms & ramps, sanitary facilities and jobsite access to drinking water.
- 13 X Removal, grinding &/or patching of staples, nails, bolts and/or any other device used for the placement of concrete reinforcing accessories.
- 14 X Reinforcing for Anchor Points (and the Anchor Points) for Shotcrete, Precast, Closure Pours, Precast Connections and Prestressing Items.
- 15 X Sand Plated Chairs.
- 16 X Test bars and test couplers (except those specifically called out in specs)
- 17 X Adequate power and lighting when necessary.
- 18 X Cost of reworking or replacing reinforcing steel damaged or lost due to flood, actions of buyer, other subcontractors or other acts of God.
- 19 X Blocks, inspection tubes, wheels or spacers for clearances in drilled shafts or caissons.
- 20 X Tie wire, accessories and field placing aids for F.O.B. materials.
- 21 X Prevailing Wage Rates or Job Specific Labor Agreement Rates. Proposal based on Open Shop wages.
- 22 X Design Engineering, Engineer stamping of drawings, Field Measurements and As-Built drawings.
- 23 X Sitework, Masonry Rebar, Mock Ups, MSE Walls, Electrical Duct Bank, Equipment Pads, Pipe Encasement &/or Supports. (Unless specifically stated as included)
- 24 X Supply & Installation of reinforcing for stair landings and treads.
- 25 X Layout of TOW, TOF, EOW, expansion/construction joints, corners, doorways, blockouts and/or openings of any kind and Masonry Dowels.
- 26 X Separate Pour Watchman, Fire Watchman, Safety Manager, QC Mgr, Traffic Control or Onsite Security.
- 27 X Trim reinforcing for openings, penetrations, and Inserts not specifically located on Structural Drawings.
- 28 X Double handling costs, including costs to transport material from an unreasonably located area.
- 29 X Unloading, handling &/or setting of FOB materials (including Prebuilt Drilled Shaft Cages).
- 30 X Dust control, Storm Water management and/or similar environmental programs.
- 31 X Third party invoicing processing fees or enrollment in third party invoicing services.
- 32 Re-Detailing of shop drawings & reviewing/processing of changes will be at \$65.00/Hr.

SECTION VII- CONDITIONS FOR POST TENSIONING: Purchaser provide at no cost to Seller.

- 1 Build outs or blockouts in accordance with approved post-tensioned shop details and of sufficient strength to accommodate post-tensioning tendons. Filling of blockouts and rust-proofing of anchorages in accordance with contract documents after stressing is completed.
- 2 Suitable work space including work platforms (a minimum of 3' in width), approved by Seller, at each end of tendon when required by Seller for access to stressing locations. All work spaces shall conform to prevailing OSHA regulations.
- 3 Adequate lighting, electrical power, potable water for grouting and compressed air, as required by Seller, all within 50 feet of all points of use; temporary heating or cooling, if required by Seller.
- 4 Grout Cement. Estimated to be Sacks.
- 5 Locating, installing and removing of pocket formers.
- 6 Full-time forklift for post-tension operation.
- 7 Adequate storage facilities and dunnage for post-tension material and equipment.
- 8 Ice for grouting operation.
- 9 All forming, including layout, drilling and bracing of forms ready to receive post-tension tendons and rebar; adequate electrical power as required for all points of use; marking of tendon locations; field coating of tendon anchorages and stressing records when required by contract; grouting of blockouts or pockets necessitated by post-tension operations.
- 10 Inspection to insure that the ducts are clear and undamaged after concreting and before tendon installation; repair of damage to ducts when damage is discovered subsequent to duct installation; cost of all delay and remedial work if Seller is unable to pull tendon through duct without damaging duct or tendon; and cost to repair or replace any tendon damaged by others.
- 11 Air pressure testing of ducts.
- 12 Inspector to be present during all stressing operations to record and monitor elongations results as tendons are stressed and to be present during all grouting operations.
- 13 Supply and installation of Studrails is excluded.
- 14 Any detensioning & retensioning of Post-Tensioning cable is excluded.
- 15 X Stapling of chairs, supplying of staples, cutting &/or grinding of staples is excluded.

SECTION VIII- TERMS AND CONDITIONS

- 1 **Terms of Sale:** Payment Terms – Subject to on-going credit approval: Net 30 days from date of invoice. Interest will be charged on all past due balances per the maximum rate allowed by law. Legal fees and costs will be paid as awarded to the prevailing party in the event of a legal dispute. Seller reserves the right to stop Work or demand security as required. Buyer agrees to pay Seller in accordance with the escalation policy as specifically identified in this proposal. "Work" is hereby defined as the performance of all work as listed above and included in any accepted Agreement, plus any changes, acceleration/out of sequence work, damages, escalation and costs incurred for the cause or benefit of Buyer or others.
- 2 **Acceptance:** Prices of individual bid items are subject to renegotiation if Buyer elects not to accept this complete proposal as presented. If Seller is requested to proceed with the work prior to the execution of a mutually agreed Contract, or if the work is completed prior thereto, the Terms and Conditions herein shall govern pending said Agreement. No assignment of this proposal shall be made without our prior written consent. We reserve the right to sublet portions of our Work.
- 3 **Schedule:** Seller's price is based upon detailing, fabrication, and placing on a normal 5-day, Monday to Friday, 40 hour work week, daylight hours unless explicitly noted on the face hereof. Performance will be based on bid documents as provided for tender and industry standards/CRSI. Schedule and schedule changes to be mutually agreed. Buyer to provide Seller (48) hours' notice of cancellation or modifications to schedule deliveries, Buyer agrees to provide adequate notice for workmen required at the jobsite and sufficient work for at least one full shift. Detailing submittals will be sequenced in a manner appropriate to the construction schedule. Working schedules to be made by mutual agreement of the Contractor and Subcontractor to conform to Contractor's master schedule. In event duration times are provided by Subcontractor, it is agreed that time starts only when work areas are provided ready to receive installation in all respects, in accordance with OSHA and State safety regulations.
- 4 **Back Charges/Shipping Discrepancies:** No charges for labor or materials furnished by the Buyer shall be allowed as a credit unless authorized in writing by Seller within ten (10) days of said occurrence. After a twenty four (24) hour period, all loads will be assumed to be verified.
- 5 **Safety:** Buyer will provide at no cost to Seller, general jobsite conditions conforming to OSHA standards and local governing authorities, including, but not limited to, adequate protection to ensure the safety of those working above reinforced steel as required, furnishing and installation of rebar safety caps or other OSHA compliant impalement hazard protection as required; Detection of/protection from underground and other utilities; Safe access, signage and other required warnings, flagging, barriers/baricades, general site and task lighting as required; Shoring, fall-protection anchorage points, walkways, approved scaffolding and staging in place as required, trenches, rails, snow and ice removal, all weather truck access; safe access to points of storage and work, etc. all as required.
- 6 **Insurance:** General Liability insurance will be provided solely for work performed by Seller and/or its engaged parties. Seller is not providing insurance for any liabilities that exceed Seller's responsibilities and/or liabilities. Additional Insured Endorsements may limit liabilities to those assumed under the Agreement and exclude Professional Liabilities. XCU, subsidence, Professional Liability, Aircraft, Pollution Liability and mold coverage are excluded as not applicable to this trade. A broad coverage manuscript policy is provided in lieu of ISO descriptions and forms. Additional coverage or alternate requirements not set forth herein and mutually agreed are subject to availability and any additional costs. Self-insured limits must be accepted as provided and any related security substitution requirements waived. Seller excludes: Builders Risk Insurance and return receipt requested notices for all certificates of insurance. Compliance requirements for any hired sub-subcontractors are subject to availability.

SECTION IX- CONDITIONS OF SALE EXCLUDED:

- 1 Pay if paid or "Pay when paid" conditions precedent for all properly completed work, including base scope of work, changes, acceleration/out of sequence work, damages, escalation and costs incurred for the cause or benefit of Buyer or others ("Work"); Retention exceeding the rate withheld by Owner; Retention on F.O.B. items.
- 2 Indemnification, claim, and defense liabilities, responsibilities or damages exceeding any proportionate extent of cause by Seller's active negligence or willful misconduct.
- 3 Minority, DBE, DVBE, SBE, WBE and other special hiring status content, affiliation, or contribution to such requirements.
- 4 Risk, liabilities and responsibilities arising from existing conditions and preceding work exceeding visual inspection, including, but not limited to, field measurements, surveying, layout, forming and materials supplied by others; Costs arising from differing conditions and/or requirements from plans or drawings or bar lists provided for performance.
- 5 Design engineering and related Professional Liabilities and responsibilities; Costs and damages due to varying conditions and requirements.
- 6 Waiving any rights of dispute or redress; Costs/risks of claims against Owner for undisputed portions of our Work.
- 7 Forms and information requirements not mutually agreed; Unconditional forms of release in advance of receipt of funds; Releases that fail to exclude pending changes, unpaid balances, and retention as applicable; Releases for claims unrelated to payment for work performed; Non-conforming forms of waivers and releases within States that provide Statutory release language.
- 8 Reports, waivers, and other forms and contractual obligations related to bulk suppliers to our inventory stock who do not have lien rights.
- 9 Warranties exceeding Seller's scope of responsibilities or one (1) year; Guaranties of work performed by others; any forms of warranties, express or implied, of merchantability or fitness for purposes intended.
- 10 Risks and responsibilities for equipment and/or employees of Buyer or others providing services, or manning equipment used in connection with, but not within, Seller's scope of Work.
- 11 Liquidated and delay damages exceeding actual damages incurred, our scope of responsibility and/or our proportionate extent of cause, and for Force Majeure; Property damage, remedial work and/or replacement of Work and the work of others to the extent made necessary by others or Force Majeure.
- 12 Increased labor and material costs and/or damage in the event of project suspension or delay.
- 13 General Liability credits for any wrap-up insurance programs.
- 14 Prime contract terms, conditions, and scope in addition to, and/or in conflict with, a mutually agreed contract and Seller's scope of work and responsibilities as described herein.
- 15 Reports, submittals and data requirements not applicable to our trade, reasonably required or mutually agreed; Release of proprietary or other confidential information and records as governed by the U.S. Security and Exchange Commission rules for a publicly traded company.
- 16 Any portion of fines or penalties exceeding the extent of cause by Seller; Any increased, surcharged or escalated portion of fines incurred by Buyer.
- 17 Enrollment/contributions to unions to which Subcontractor is not signatory; compliance with any additional or conflicting term, condition, or rate of pay, etc. between Seller's labor agreement and others affiliated with the Project.
- 18 Guarantors.
- 19 Site security.

SECTION X- ACCEPTANCE

The above proposal including all attached and referenced documents shall constitute a contract or shall be part of a contract is subject to on-going credit approval. Prices shown are for the complete project and NO single item price or group of prices are valid alone without the consent of the Seller. We reserve the right to modify/negotiate amendments to any Contractor issued forms of Agreement, as required to properly describe scope of work, pricing and mutually agreed terms and conditions.

Buyer: Kiewit

By: _____

Title: _____ Date: _____

Seller: Nucor Rebar Fabrication Southwest Inc

By: _____

Title: Sales Date: 12-11-24

v17.8



****IMPORTANT NOTICE ****

HARRIS REBAR SAFETY PROGRAM

I Dear Nucor Rebar Fabrication Customer:

Nucor Rebar Fabrication takes SAFETY as the #1 priority in every aspect of our operations, which includes your jobsite. The safety of our workers, and all workers, is very important to us. In order to achieve our goal of ZERO ACCIDENTS, we have implemented a stringent safety program which includes visits to the jobsite by our Safety Representative. Should the jobsite not comply with local & regional safety standards, our Safety Representative will instruct our on-site labor forces (either our own forces or those that are subcontracted) to stop all work until the jobsite is compliant.

Nucor Rebar Fabrication wants this strong stance on safety to be viewed as a positive. We are committed to be the safest rebar company in the industry, which helps you. In addition, we will be glad to work with your safety representative and provide you our own jobsite safety inspection and report to you our findings. It is our goal to provide a safe working environment for all workers.

Nucor Rebar Fabrication wishes to do business with customers who take safety as their #1 priority as well. Construction is an inherently dangerous industry, but together we can achieve the safest jobsites possible.

Please contact us if you have any questions or would like to schedule a jobsite inspection by our Safety Representative.



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BID PROPOSAL FORM
Contractor's License # 189156

ESTIMATE #: EME10720R3
ESTIMATOR: Jeremiah Garcia

BID DATE: 012/17/2024
BID TIME: 12:00 PM

TO: KIEWIT WESTERN CO.
ATTN: Spencer Leamer
EMAIL: spencer.leamer@kiewit.com

PHONE: (602) 437-7878

PROJECT NAME: Tres Rios Antimox
PROJECT LOCATION: Marana AZ

CMC Steel Fabricators, Inc. dba CMC Rebar Seller-Supplier is pleased to submit the following offer/agreement for the above referenced project. Performance of this Bid/Offer shall be governed by and in compliance with the **Concrete Reinforcing Steel Institute Manual of Standard Practices**. This offer represents the full scope and intent on the part of this Seller-Supplier to provide services and materials to Contractor. This bid submitted is subject to and expressly conditioned upon all the terms and conditions set forth below.

SCOPE OF WORK / PRICE

Bid Item	Description	Quantity	Unit	Unit Price
01	Sidestream Reactor Structure (Installed)	192,784	LB	\$1.150
	Unit Price Proposal			
	Approximate Total			\$221,701.60

Reinforcing Steel Quoted Conforms to the Requirements of the Inflation Reduction Act

PRICES ABOVE ARE ONLY GUARANTEED THROUGH THE START & FINISH DATES AS INDICATED IN THE SCHEDULE BELOW

CONSTRUCTION SCHEDULE

- The above pricing is based on the following concrete construction schedule:
 - Start = Feb 2025
 - Finish = Dec 2025
- Prices, as quoted, will remain firm for Ninety (90) calendar days, after which time Subcontractor reserves the right to revise this quotation. Written notification within Ninety (90) calendar days is required to guarantee pricing for the durations noted above.
- If awarded, prices will be held to construction schedule finish date listed above. After that date, \$25 / ton per quarter may be added for any remaining scope.



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PLANS AND SPECIFICATIONS:

Architect/Engineer: / Hazen
Specifications: <None>
Plans/Drawings: Structural Only S001-SD04
Dated: 100% November 2024
Addendum: <None>

SCOPE OF WORK INCLUSIONS:

FURNISHED & INSTALLED

1. Deformed reinforcing bars for C.I.P. concrete
2. Unit Price Proposal. Final Determined by actual Quantities shipped and placed
3. Excludes all Mechanical couplers
4. Excludes all Threaded rebar male ends for form savers
5. Excludes all Mesh, Coated reinforcing, Duct Bank Reinforcing and Pipe Encasement Reinforcing
6. Labor is based on Prevailing Wage Rates.
7. Excludes all Equipment, Operators and Unloading.
8. Contractor is Responsible for all Unloading and Staging of material.

GENERAL CLARIFICATIONS:

1. Prices exclude applicable State and Local Sales Tax.
2. Prices / Bid items quoted are not for separate acceptance without prior approval from Subcontractor.
3. Subcontractor's price is based on detailing, fabricating, shipping, and placing on a normal five (5) day, forty (40) hour work week (all Union contract and nationally recognized holidays are observed). Night and/or shift work is not included. All work performed outside of such hours shall be charged at Subcontractor's standard rates for overtime, weekend, night, or holiday work.
4. **Subcontractor's price is based on Contractor furnishing all design information, location of construction joints and lift plans in sufficient time to allow for preparation and approval of submittals (if they are required), plus seven (7) working days for fabrication and delivery.** Performance will be based on conventional construction and the timely receipt of two (2) complete printed sets of plans, specifications and CADD files (if available). Additional lead time will be required for special mill rolling (including but not limited to #14, #18, A706, Grade 80 & Grade 100 reinforcing steel bars), spirals, threaded bars, welded hoops, epoxy coating, galvanizing, special mesh, mechanical connections, T-Headed anchors, etc. A Letter of Intent and/or a Subcontract authorizing procurement of these long lead / mill order items must be received in a timely manner. Delays of more than forty-five (45) days may result in additional cost of materials.



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5. Subcontractor's price includes additional labor time for a Foreman to attend standard weekly scheduling meetings and for all onsite employees to attend daily safety tail-gate meetings. It does not include any additional labor time for any type of special safety, coordination, and/or instructional training meetings unless specifically included in the Special Notes section.
6. The Contract and/or Change Order unit prices (if reflected herein) is (are) based on receipt of information or scope of work changes, prior to detailing, fabrication, shipment and/or placement of material.
7. "Black" A615/A706 grade 60 reinforcing steel bars, A185 wire mesh, and A416 unbonded P.T. cables (fully encapsulated system) to be furnished and installed, as noted herein, for the bid items listed above only, unless noted otherwise.

HOISTING/LOWERING NOTES:

Contractor shall furnish, without charge, suitable equipment fully operated for hoisting/lowering reinforcing steel, P.T. cables, wire mesh, accessories, etc., including unloading trucks, staging of reinforcing to points of installation (into foundations and onto elevated decks, etc.) setting of piling, column, wall cages and/or any other pre-tied assemblies and including any power placing of individual bars that Subcontractor may require.

SCOPE OF WORK EXCLUSIONS:

(Unless included in Scope of Work Above - Furnishing and/or installing)

1. All testing, inspection, X-ray and/or any related costs thereof other than mill test reports. (Rebar, P.T. cable, mechanical coupler and/or welded hoop test bar samples to be provided F.O.B. trucks jobsite).
2. As-Built Drawings / Building Information Modeling / Record Drawings / Coordination Drawings (Rebar Placement Drawings will be provided as submittals in lieu of).
3. Threaded bars, rods, sleeves, dowel baskets, anchors (DBA's & misc.), bolts (anchor & misc.), embeds and inserts.
4. Plain (smooth) round bars.
5. Stud rails, shear studs, similar.
6. Wrapping, coating, sheathing/sleeves (Rubitex, plastic and/or cardboard), painting, and/or greasing of reinforcing steel, smooth round and/or wire mesh.
7. Supplying, installing, and/or maintaining any form of rebar cap or safety device on installed reinforcing steel, any bars to be "field" bent and/or any reinforcing steel on the ground/stored. (Per latest OSHA Standards).
8. Cost of pour watchman, unless from crews already working on site.
9. All permits (except hauling) and licenses, other than city/county business licenses and State Contractor's license, required for the work.
10. Cost of Payment and Performance Bonds.
11. Any or all reinforcing steel, and/or wire mesh not shown on drawings unless specifically included in Scope of Work/Price.
12. Rebar placing and/or P.T. drawings prepared, reviewed, signed, sealed, or stamped by a licensed engineer.
13. Quality control manager, inspector, and a quality control plan. (Contractor to provide these services.)
14. Costs for relocation of materials for the convenience of others after materials are unloaded at Contractor designated areas.
15. Composite clean-up crews.
16. The cost of reworking, rehabilitating and/or replacing reinforcing steel damaged or lost as a result of flood conditions. If storm damage should occur, responsibility for steel fully or partially in place, and for steel stored in locations designated by Contractor, shall be for Contractor's account.



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17. Traffic control (Lane closures, barricades, signs, lights, etc.). (A flagman for our deliveries only is included.)
18. Splices in reinforcing bars and/or construction joint dowels for Contractor's convenience shall be for Contractor's account. Also splices required due to low overhead, power lines and/or deficiencies in hoisting equipment unless specifically shown on contract drawings at that particular location, shall be for Contractor's account.
19. Any reinforcing referred to as "Spec. Steel", "Allowance" and/or "As directed by Engineer" other than by additive quote. Accessories, wire mesh and/or mechanical couplers will not be included in this type of additive quote. If Change Orders are to be applied against "Spec. Steel" allowances, then the dollar value and NOT the weight of the Change Order will be applied.
20. Exposing, cutting, burning, cleaning, straightening and/or bending of existing steel, previously poured steel and/or improperly placed drill and grout/bond dowels.
21. Drilling, coring, grouting, dry packing, and the placing of bars into and/or through any drilled and/or precast holes. Extensive coordination between the Contractor responsible for drilling and grouting the reinforcing steel dowels and this Subcontractor must take place prior to installation and grouting of these items to ensure our ability to install remainder of reinforcing steel for that element
22. Furnishing and/or welding of dowels/anchors to miscellaneous steel and/or structural steel.
23. All welding.
24. Breakout dowels, Form Savers, etc. and/or installation of same.
25. Masonry Steel, other than deformed rebar. (Dura-Wall, ladders, positioners, hangers, etc.)
26. Reinforcing for precast concrete items. (Cast off site.)
27. Providing and/or laying out holes in structural steel for reinforcing bars to pass.
28. Stainless Steel / Epoxy Coated / Galvanized deformed and/or plain bars and/or wire mesh.
29. Field bending of rebar other than by additive quote.
30. Added reinforcing in precast work for lifting stresses or pick-up devices.
31. All site work, including but not limited to paving, sidewalks, site walls (CMU or C.I.P.), light pole bases and all storm drain items such as curb and gutter, catch basins, clean-outs, inlets, outlets, manholes, headwalls, collars, etc. unless specifically included in Scope of Work/Price.
32. Any "offsite" work.
33. Reinforcing in metal stair pan treads and landings.
34. Protection of exposed steel for future construction.
35. Mock-up and/or test panel reinforcing steel.
36. Cleaning of marks left on forms that transferred to the concrete.
37. Tower crane and manlift foundations including any trim steel, additional laps and/or Form Savers at block-outs required for same.
38. Electrical duct bank encasement reinforcing.
39. Reinforcing steel and/or additional labor required due to any type of shoring system. (Tiebacks, rakers, etc.)
40. Reinforcing in topping / insulating slabs (i.e., key deck mesh, etc.).
41. Prestressing and/or prestressing materials. (Including but not limited to any additional reinforcing steel required by any prestressing/post tensioning system).
42. The setting of tied and stockpiled F.O.B. trucks jobsite cages as well as all spacer material and/or placing accessories (centering devices, dobies, plastic wheels, etc.) required to position same. Reinforcing steel cages will be unloaded by Contractor and stockpiled at the jobsite in locations designated by Contractor. Relocation of stockpiled cages shall be Contractor's responsibility.
43. Guying and or bracing



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44. All rebar for slab penetration and conduit areas.
45. This proposal assumes that any sections and/or details not specifically referenced on drawings are excluded.
46. Pre-tying rebar offsite.

CONTRACTOR TO PROVIDE:

The following items are to be provided by Contractor, fully erected for use at all locations necessary without charge:

1. Accurate & level grades / elevations.
2. Proper layout lines for all concrete elements such as footings, slabs, walls, columns, openings, depressions, masonry wall dowels, etc. Subcontractor will layout its own reinforcing steel and/or P.T. cables from the contractor provided lines.
3. Templates/starter walls constructed with sufficient accuracy to support any vertical reinforcing steel and/or dowels within placing tolerances specified by Owner. Templates/Starter walls shall not be double formed before reinforcing steel is installed unless prior approval has been granted.
4. Full access to all working areas via ramps, ladders, etc. for material, equipment and manpower & level space for delivery, assembly, and storage of steel, accessible to tractor-semi-trailer deliveries and adjacent to jobsite location where steel is to be installed and/or hoisted/lowered. Ramps for all work below grade and shall be maintained in place until all work below grade is complete. If above ramps are not provided, all cost for equivalent service shall be for Contractor's account.
5. Sufficient staging area for prefabricating cages at the jobsite.
6. Full access to all areas of the project for at least one (1) Subcontractor Foreman's truck to provide supplies and accessories as needed for the project.
7. Adequate working OSHA approved heavy duty scaffolding / platforms and windscreens as required from which mechanical coupling, stressing of P.T. cables and placing of reinforcing steel can be safely performed.
8. Adequate lighting, ventilation, electrical power, compressed air (90 PSI Min.), sanitary facilities & trash bins.
9. Open footings / trenches until after rebar is installed ("school forms" to be erected after rebar is installed).
10. Parking for all Subcontractor employees within three (3) standard blocks of the jobsite. If Contractor does not provide this parking, Contractor will pay extra to Subcontractor for all parking related costs including cost of vehicle parking fees, cost of shuttle services and travel time costs while Subcontractor employees are in transit unless specifically included in Scope of Work / Price or by additive quote.
11. Approved work drawings of the temporary support system for columns, wall cages and/or any assemblies regardless of height, which the bid documents, may require. Contractor shall furnish and maintain adequate bracing, rigging, cables and guys, set all dead men required to guy vertical reinforcing, and comply with the temporary system design. (Rigging includes but is not limited to chokers, shackles, spreader bars, etc.)
12. All supports in tunnels and shafts, which Subcontractor may require for supporting and placing steel.
13. All forming, drilling, and bracing of forms ready to receive post-tensioning tendons, including drilled bulkhead for tendon anchors.
14. All necessary field dimensions so that the material can be detailed correctly. Subcontractor shall not take any responsibility for any dimensions not shown on the drawings or those provided by others. These dimensions must be provided to Subcontractor a minimum of three (3) weeks prior to delivery and six (6) weeks if submittals and/or special materials are required.

Terms & Conditions



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(The following provisions are a condition of Subcontractor's Bid Proposal)

Contractor's acceptance of all of the terms and conditions of this Bid/Offer shall be conclusively evidenced by Contractor listing Subcontractor, Contractor permitting/directing performance by Subcontractor, Contractor signing and returning this offer or if this offer is attached to and made a part of the subcontract agreement.

CMC Steel Fabricators, Inc. d/b/a CMC Rebar ("Subcontractor") may begin performance of the work, pending receipt of an executed final agreement. However, should a final mutually acceptable agreement not be forthcoming, or should the terms and conditions of Subcontractor's offer be altered or modified, Subcontractor reserves the right to immediately stop performance. Subcontractor shall be paid for such work and/or materials according to the terms and conditions of this proposal.

Contractor shall provide Subcontractor with copies of all contract documents that define and/or describe Subcontractor's work. Subcontractor shall only be bound by contract information received, as applicable to Subcontractor's work. Subcontractor shall have the benefit of all rights, remedies, and redress with regard to Contractor as Contractor has with regard to the Owner.

ORDER OF PRECEDENCE – The order of precedence in interpreting the agreement between Contractor and Subcontractor is 1) Addendum(s) to Subcontract; 2) Subcontract; 3) Prime Contract.

CREDIT – The final Subcontract and payment terms shall be subject to the approval of Subcontractor's credit department.

PROGRESS PAYMENTS – Contractor shall pay Subcontractor within 60 days of receipt of Subcontractor's invoice or 10 days of receipt of payment from Contractor's Customer, whichever occurs first.

CHANGE ORDERS – Subcontractor will submit Notice of Cost and/or Schedule Impact within 7 working days of receipt of notice of change. Change Order Proposals will be submitted within a reasonable time thereafter depending on magnitude of change. Subcontractor shall not waive its right to properly performed change order work conducted pursuant to the written direction of Contractor. If any completed change orders remain unapproved for more than 90 days from the date of submission by Subcontractor, Contractor will meet in person with Subcontractor to resolve the unapproved change order, and Contractor will arrange for the attendance of any other parties reasonably necessary to resolve the unapproved change order.

RETENTION – Contractor shall pay Subcontractor retention within 60 days of Contractor's final retention billing date or 10 days from receipt of retention from Contractor's Customer, whichever occurs first. Contractor shall not withhold more retention from Subcontractor than the amount withheld by Contractor's Customer. Contractor agrees to use its best efforts to reduce any retention due Subcontractor upon substantial completion of Subcontractor's work; this includes arranging in-person meetings with Contractor's Customer and Owner.

F.O.B. – No retention shall be withheld on FOB and/or tied and stockpiled material. Payment shall be NET 30 days from Subcontractor's billing.

OWNER NEGOTIATIONS – In the event of any offer under a cost reduction incentive provision of the General Contract and/or change order negotiations, Contractor shall offer Subcontractor the right to participate fully in all negotiations relevant to Subcontractor's work. Contractor shall protect Subcontractor's interest and shall keep Subcontractor fully apprised of all offers, which may affect the value of Subcontractor's work.

NO WAIVERS – No provision of the subcontract shall serve to void Subcontractor's entitlement to payment for properly performed contract or change order work or to void Subcontractor's right to file a lien, stop notice and/or claim on its behalf.

SET-OFF – Neither party shall set-off beyond this subcontract.

TERMINATION – Contractor shall be liable to Subcontractor for damages, including lost profits, if Contractor either wrongfully terminates Subcontractor or terminates Subcontractor for convenience.

PROTECTION OF WORK – Subcontractor shall not be liable for repair of any damage to Subcontractor's work caused by others outside the control of Subcontractor, regardless of when such damage occurs.

WARRANTY – Subcontractor warrants the materials and workmanship of its work for a period of one year from substantial completion of such work, and EXCLUDES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. Subcontractor's warranty does not extend to any work that has been misused, abused, modified, improperly or insufficiently maintained; to defects caused by normal wear and tear under



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normal usage or to any materials supplied but not manufactured by Subcontractor.

INDEMNIFICATION – Subcontractor shall only indemnify, hold harmless, and defend Contractor and Contractor's Customer against all claims for bodily injury, death, and/or property damage (as defined by Commercial General Liability policy – standard ISO Form CG 00 01) to the extent attributable to the negligent acts or omissions of Subcontractor. Subcontractor's indemnification obligations shall not extend to any design professionals for design related work for their professional services or for defects in designs furnished by such persons.

INSURANCE – Subcontractor will provide: 1) Worker's Compensation: statutory. 2) Employer's Liability \$1M limits. 3) Auto: standard "any auto", \$1M each accident. 4) Commercial General Liability: standard (ISO Form CG 00 01) including, \$1M each occurrence, \$5K med pay, \$1M personal and advertising, \$2M general aggregate, \$1M products/completed operations aggregate (2 years max. coverage). 4) Excess/Umbrella: follow form to satisfy limits where subcontract dollar amount justifies increase in limits. If CGL Additional Insured Endorsement required, it shall be Subcontractor's standard form or CG 20 10 04 13 and CG 20 37 04 13 if specifically required by subcontract. Subcontractor will not provide insurance coverage for any design professionals for their professional services or for defects in designs furnished by such persons but will provide a general liability CG 20 32 04 13 Additional Insured Endorsement form for design professionals if required by subcontract.

TIME / SCHEDULE – Subcontractor shall be provided a mutually agreed upon construction schedule which provides a reasonable amount of time in which to make delivery of submittals, materials and/or labor so as to commence and complete the performance of the Subcontract.

Notwithstanding any provision(s) of this proposal or potential Subcontract or Purchase Order, if Subcontractor's work is delayed, disrupted, suspended, or otherwise impacted for any period of time as a direct result of an epidemic ("Epidemic Time Impact"), including, but not limited to, (1) disruptions to material and/or equipment supply; (2) illness of Subcontractor's workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) Owner or Contractor restriction and/or directives; and/or (5) fulfillment of Subcontractor's contractual or legal health and safety obligations associated with an epidemic; then, Subcontractor shall not be subject to liquidated damages for the Epidemic Time Impact and Subcontractor shall be entitled to an equitable adjustment to the Subcontract schedule and duration to account for the Epidemic Time Impact.

PERFORMANCE OF THE WORK – Field labor called for under the subcontract shall be performed during Subcontractor's regular working hours, eight hours per day, five days a week (all Union Holidays are observed) unless stipulated otherwise in Subcontractor's Bid Proposal. All work performed outside of such hours shall be charged at the applicable prevailing wage rates for Subcontractor's work force for overtime, weekend, or holiday work. However, should Subcontractor be behind the mutually agreed to construction schedule, due to Subcontractor's own fault or failure to perform in accordance with such schedule, then all overtime/premium time required to regain the construction schedule shall be paid for by Subcontractor.

DAMAGES – The Contractor shall make no demand for liquidated damages for delays in excess of the amount specified in the Contract Documents and no liquidated damages may be assessed against Subcontractor for more than the amount paid by the Contractor for unexcused delays to the extent actually caused by Subcontractor. In no event shall liquidated damages exceed 10% of the original subcontract dollar amount. Subcontractor will not be liable for consequential, incidental, special, liquidated, indirect or punitive damages, however caused.

No back charge or claim of the Contractor for services provided for or on behalf of Subcontractor shall be valid except by an agreement in writing, submitted to and approved by Subcontractor at time of occurrence and before work is initiated.

Accepted this _____ day of _____ 20____

CMC Steel Fabricators, Inc. dba CMC Rebar

Buyer: _____

By: _____ By: _____



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NAME

Name: _____

Sales Manager

Title: _____

Resource Items
Quote Group: 7.6140 Concrete Pumping Sub
(1 of 2)
Award Status: Complete
Reviewed: Yes
Last Reviewed: 12/17/2024 1:34:51 PM
Quote Last Changed: 12/16/2024 2:09:43 PM

Quote Description: Plug				Detail		7.6140 Concrete Pumping Sub - Brundage Bone		7.6140 Concrete Pumping Sub - Preferred	
Awarded Total:				0.00	0.00	33,402.85		0.00	
Quoted Items Total:				26,130.00	0.00	33,402.85		37,191.70	
Special Conditions:				0.00	0.00	0.00		0.00	
Quoted Total:				26,130.00	0.00	33,402.85		37,191.70	
Last Update:						12/16/2024 2:02:18 PM		12/16/2024 2:08:03 PM	
Comparable Total:				26,130.00	33,402.85	33,402.85		37,191.70	
Seller:						Brundage Bone		Preferred Concrete Pumping	
Buyer's Special Terms & Conditions:									
Seller's Special Terms & Conditions:									
Quote Group	Code	Description	Quantity UM	Unit	Total	Unit	Total	Unit	Total
7.6140 Concrete Pumping Sub	7.61.002	Concrete Pumping Sub	871.00 CY	30.00	26,130.00	38.35	33,402.85	42.70	37,191.70
Scope Item				Quote Group					

(2 of 2)

Quote Description: 7.6140 Concrete Pumping Sub - Fleming									
Awarded Total:				0.00					
Quoted Items Total:				46,676.89					
Special Conditions:				0.00					
Quoted Total:				46,676.89					
Last Update:				12/16/2024 2:09:43 PM					
Comparable Total:				46,676.89					
Seller:				Fleming & Sons					
Buyer's Special Terms & Conditions:									
Seller's Special Terms & Conditions:									
Quote Group	Code	Description	Quantity UM	Unit	Total	Unit	Total	Unit	Total
7.6140 Concrete Pumping Sub	7.61.002	Concrete Pumping Sub	871.00 CY	53.59	46,676.89				
Scope Item				Quote Group					



Subcontractor

Brundage Bone

Tres Rios Anita Mox GMP

47M PUMP

DESCRIPTION	POURS	CY			CY/EA	CY/HR	PUMP	MOB	SETUP	/HOUR	/CY	OILER	OT	CLEAN	DEMOB	FUEL	TOTAL	PRIME	TOTAL	TOTAL	
Substructure		(pump w/waste)	(waste)	(neat line)			hr	hr/ea	hr	hr	\$	\$	\$	hr	\$	hr	hr	\$	\$	\$/CY	
<u>Concrete Structures</u>																					
Slab on Grade	4	327	8%	303	82	20.00	16	4	0.50	1	190	3.50			1	0.50	10.00	32	\$50.00	\$8,244	\$ 25.19
Walls	6	269	8%	249	45	11.00	24	4	0.50	1	190	3.50			1	0.50	10.00	48	\$50.00	\$11,491	\$ 42.73
Ductbank	4	68	20%	57	17	4.00	17	4	0.50	1	190	3.50			1	0.50	10.00	33	\$50.00	\$7,401	\$ 108.21
Flowable Fill	1	283	8%	262	283	36.00	8	8	0.50	1	190	3.50			1	0.50	10.00	12	\$50.00	\$3,623	\$ 12.80
		-																			
		-																			
		-																			
Subtotal - Concrete Structures	15	948																		\$30,759	\$ 32.46
Total	15	947.52		871	63	14 cy/hr	66														
				Ave. pour	63.2 cy																
TOTAL		948	CY		HD:	871	CY													\$30,759	\$ 35.31
Quote:																					\$0
MIN TIME=	4 hr																				
TRAVEL TIME=	0.50 hr																				
PUMP COST/HR=	190 \$/hr																				
YARDAGE	3.50 \$/cy																				
FUEL SURCHARGE	10.00 %																				
PRIME/PERMIT FEE	\$50.00 ls/pour																				
																		Certified Payroll/Prevailing Wage set-up		\$0	
																		tax @ 8.60%		\$2,645	
																		total		\$33,404	\$ 38.35

Assumptions:

Est. 0.5 hr to job, and 0.5 hr to shop

Avg cost assumed 47M Pump.

1 hr to set up, and 1 hr to clean up

Certified Payroll/Prevailing Wage set-up

tax @ 8.60%

total

BRUNDAGE-BONE CONCRETE PUMPING

Monty Cole
602-320-0209

montycole@brundagebone.com

COMPANY	KIEWIT INFRASTRUCTURE WEST						DATE:	8/23/2024			
CONTACT	Minsang Lim						PHONE:	480-673-6289			
E-MAIL:	Mingsang.Lim@kiewit.com						FAX:				
PROJECT:	TRES RIOS BIOSLOIDS 7101 N CASA GRANDE HWY TUCSON, AZ						QUOTE VALID THRU	March 31, 2025			
AVAILABLE EQUIPMENT	LINE PUMP	30 METER CLASS	31Z TELESCOPING BOOM	36 METER	41 METER CLASS	47 METER	50 METER CLASS	60 METER CLASS	63 METER	65 METER	TELEBELT
	LINE PUMP	28M, 32M, 33M, AND 34M	31Z	36M	38M, 39M, AND 41M	47M	52M AND 56M	58M AND 61M	63M	65M	TB130'
HOURLY CHARGE	\$130.00	\$130.00	N/A	\$165.00	\$170.00	\$190.00	\$250.00	\$285.00	\$330.00	\$420.00	\$255.00
YARDAGE CHARGE	\$3.00	\$3.00	N/A	\$3.00	\$3.00	\$3.50	\$4.00	\$4.00	\$4.00	\$5.00	\$3.00
MOBILIZATION CHARGE		ALL POURS WILL BE CHARGED AT THE EQUIPMENT'S HOURLY RATE, PORT TO PORT, WITH A ONE (1) HOUR MINIMUM. 63M, 65M, & TB130 WILL MOB FROM PHOENIX @ 2HOURS EACH WAY									
MINIMUM CHARGE		ALL POURS WILL BE CHARGED A MINIMUM OF FOUR (4) HOURS ONSITE.									
PRIME, PERMIT, ETC.		\$ 50.00	FUEL SURCHARGE: Based on current market rate. Market rate is currently			10%	CREDIT TERMS		NET30		
OVERTIME CHARGE - PER HOUR (WEEKDAYS)		\$ 55.00	OVERTIME CHARGES WILL BE ADDED TO ANY WORK PERFORMED OVER EIGHT (8) HOURS AND JOBS STARTING AFTER 1:00 PM.								
OVERTIME CHARGE - PER HOUR (WEEKENDS AND HOLIDAYS)		\$ 85.00	OVERTIME CHARGES WILL BE ADDED TO ANY WORK PERFORMED ALL DAY ON WEEKENDS AND HOLIDAYS. OVERTIME IS BASED ON PORT TO PORT HOURS.								
CANCELLATION CHARGE		\$ 500.00	CANCELLATION CHARGE WILL BE ACCESSED IF NOTICE IS NOT GIVEN ONE (1) HOUR PRIOR TO EQUIPMENT BEING DISPATCHED TO PROJECT.								
LABOR CHARGE - PER HOUR		\$ 85.00	LABOR WILL BE CHARGED PORT TO PORT FOR POURS REQUIRING MORE THAN ONE OPERATOR.								
SYSTEM CHARGES - PER FOOT		\$ 2.00	ANY POURS REQUIRING MORE THAN 50' OF SYSTEM WILL BE BILLED \$2.00 PER FOOT OVER THE INITIAL 50'. POURS REQUIRING 200' OR MORE WILL REQUIRE A SECOND MAN AND WILL BE BILLED AT THE LABOR RATE LISTED ABOVE.								
PER DIEM		\$ 150.00	PER DIEM IS CHARGED PER EMPLOYEE, PER DAY IF NEEDED				OFF- SITE WASHOUT		\$ 500.00	WHEN REQUIRED	
BACK-UP PUMP		A BACK-UP PUMP IS HIGHLY RECOMMENDED FOR LARGE POURS, HIGH SPEED RATE POURS, HIGH STRENGTH OR EXOTIC MIX DESIGNS AS WELL AS POURS OUTSIDE OF OUR NORMAL SERVICE AREA.									
RATES DO NOT INCLUDE ANY FEES, STATE OR LOCAL TAXES.											
RENTAL RATES ARE SUBJECT TO CHANGE IF QUOTE IS NOT ACCEPTED AND SIGNED WITHIN 30 DAYS OF ISSUE DATE.											
THIS QUOTE IS TO REMAIN CONFIDENTIAL BETWEEN OUR VALUED CUSTOMER AND BRUNDAGE BONE CONCRETE PUMPING, INC.											
By requesting dispatch of a pump, even if quotation is not signed, the customer is agreeing to rates and terms of the quote.											
We reserve the right to add a 5% escalator after one year.											
Price may change due to unknown circumstances or job conditions, upwards of 15%.											

X _____
ACCEPTED BY _____
TITLE _____

X _____
BRUNDAGE BONE CONCRETE PUMPING, INC.

Page 2

Preferred Concrete Pumping Inc

Quote

3190 W. El Camino del Cerro
Tucson, Az 85745
Phone 520-888-3345 FAX 520-888-1205
DBE - SBE Certified

Date	Quote #
11/26/2024	1478VLB

Name / Address
Kiewit 10350 Park Meadows Dr Suite 200 Lone Tree, Co 80124

Project / Address
7101 N Casa Grande Highway Tucson, Az

Sales Rep
ALR

Description	Quantity	U/M	Rate	Total
28 Meter Concrete Pump				0.00
Travel Charge	0	hrs		0.00
Operator	0	hrs		0.00
Hourly Charge (3 Hr Residential /4 Hr Commercial Min)	0	hrs	100.00	0.00
Operator - Davis Bacon	0	hrs	65.00	0.00
Yardage Charge	0	cyds	4.00	0.00
Misc. Service/Prime Fee Per Pump/Day	1	surchg	55.00	55.00
Subtotal				55.00
Fuel Surcharge	1	surchg	12.00%	6.60
				61.60
28 Meter Concrete Pump				
32 Meter Concrete Pump				0.00
Travel Charge	0	hrs		0.00
Operator	0	hrs		0.00
Hourly Charge (3 Hr Residential /4 Hr Commercial Min)	0	hrs	110.00	0.00
Operator - Davis Bacon	0	hrs	65.00	0.00
Yardage Charge	0	cyds	4.00	0.00
Misc. Service/Prime Fee Per Pump/Day	1	surchg	55.00	55.00
Subtotal				55.00
Fuel Surcharge	1	surchg	12.00%	6.60
				61.60
32 Meter Concrete Pump				
			Total	

Quote effective for 30 days after which it may be
withdrawn without notice if not signed and returned

Preferred Concrete Pumping Inc

Quote

3190 W. El Camino del Cerro
Tucson, Az 85745
Phone 520-888-3345 FAX 520-888-1205
DBE - SBE Certified

Date	Quote #
11/26/2024	1478VLB

Name / Address
Kiewit 10350 Park Meadows Dr Suite 200 Lone Tree, Co 80124

Project / Address
7101 N Casa Grande Highway Tucson, Az

Sales Rep
ALR

Description	Quantity	U/M	Rate	Total
36 Meter Concrete Pump				0.00
Travel Charge	0	hrs		0.00
Operator	0	hrs		0.00
Hourly Charge (3 Hr Residential /4 Hr Commercial Min)	0	hrs	120.00	0.00
Operator - Davis Bacon	0	hrs	65.00	0.00
Yardage Charge	0	cyds	4.00	0.00
Misc. Service/Prime Fee Per Pump/Day	1	surchg	55.00	55.00
Subtotal				55.00
Fuel Surcharge	1	surchg	12.00%	6.60
				61.60
36 Meter Concrete Pump				
43 Meter Concrete Pump				0.00
Travel Charge	0	hrs		0.00
Operator	0	hrs		0.00
Hourly Charge (3 Hr Residential /4 Hr Commercial Min)	0	hrs	130.00	0.00
Operator - Davis Bacon	0	hrs	65.00	0.00
Misc. Service/Prime Fee Per Pump/Day	1	surchg	55.00	55.00
Yardage Charge	0	cyds	4.00	0.00
Subtotal				55.00
Fuel Surcharge	1	surchg	12.00%	6.60
				61.60
43 Meter Concrete Pump				

Quote effective for 30 days after which it may be
withdrawn without notice if not signed and returned

Preferred Concrete Pumping Inc

Quote

3190 W. El Camino del Cerro
Tucson, Az 85745
Phone 520-888-3345 FAX 520-888-1205
DBE - SBE Certified

Date	Quote #
11/26/2024	1478VLB

Name / Address
Kiewit 10350 Park Meadows Dr Suite 200 Lone Tree, Co 80124

Project / Address
7101 N Casa Grande Highway Tucson, Az

Sales Rep
ALR

Description	Quantity	U/M	Rate	Total
47 Meter Concrete Pump				0.00
Travel Charge	0	hrs		0.00
Operator	0	hrs		0.00
Hourly Charge (3 Hr Residential /4 Hr Commercial Min)	0	hrs	140.00	0.00
Operator - Davis Bacon	0	hrs	65.00	0.00
Misc. Service/Prime Fee Per Pump/Day	1	surchg	55.00	55.00
Yardage Charge	0	cyds	4.00	0.00
Subtotal				55.00
Fuel Surcharge	1	surchg	12.00%	6.60
				61.60
47 Meter Concrete Pump				
Following Charges apply to All Pumps when Applicable				0.00
Operator Overtime - Davis Bacon (After 8 Hours M-F, All Day Sat, Sun, and Holidays.)	0	hrs	32.50	0.00
Certified Payroll Set Up Fee - One Time per Project	0	ea	200.00	0.00
Itemized Additions				0.00
Rental Tax - (Line Pumps & Screed Only)			8.70%	0.00
			Total	\$308.00

Quote effective for 30 days after which it may be withdrawn without notice if not signed and returned

Quantity/Total may be estimated where payment is based on actual field measured quantities for work in place, or for actual time where compensation is based on hourly or other time measured rates.

Page 3



Fleming and Sons Concrete Pumping Arizona Inc. PO Box 5030 Mesa Az, 85211

Office: (480) 883-7778 Dispatch: (480) 745-9009 / Email: Dispatchaz@flemingandsons.net

Attention: Jack/ Kiewit
Project: Tres Rios WRF
Prepared by: Derek Hauser

Date: December 4, 2024

Please take a moment to review the following price list. Fleming and Sons certified operators are included with the pricing below.

Concrete pump hourly rates

Equipment	Reach	Hourly		Yardage
28/32 Meter	90'-100'	\$175.00hr	+	\$3.00yd
36 Meter	112'	\$185.00hr	+	\$3.00yd
39Z Meter	122'	\$195.00hr	+	\$3.00yd
42 Meter	132'	\$215.00hr	+	\$4.00yd
55/58 Meter	175'-185'	\$265.00hr	+	\$4.00yd
61 Meter	200'	\$305.00hr	+	\$4.00yd

Terms and Conditions

- All equipment will require 1-hour to set-up and 1-hour to wash-out.
- There will be a 12% fuel surcharge added to all invoices.
- Mobilization/ travel will be invoiced at the hourly rates above.
- Trip and prime permit \$75 per pour.
- All equipment will have a 4-hour minimum.
- Overtime labor rates will be billed at an additional \$85.00 per hour for all equipment on weekends, holidays, after 2pm and after 8 hours daily.
- Job Cancellations are subject to \$450.00 fee if not canceled 4-hrs prior to concrete time.
- All labor for system pours if needed will be invoiced at \$85.00 per hour plus fringe. This will include on-site training.
- There will be an additional charge of \$28.50 per hour for certified payroll/ Fringe Benefits.
- Customers are advised that concrete pumps are subject to occasional mechanical failure and if assured performance is required, standby pumps are available at no charge. The contractor will be responsible for the travel, labor, certified payroll, and fringe benefits for the Operator. Fleming and Sons will not accept any back charges due to un pumpable mixes, blockages, or foreign objects in the concrete pump.
- Contractors are required to provide a safe area for all equipment/ pumps to set up, operate in and to provide a washout area.

This communication may contain privileged and/or confidential information. It is intended solely for the use of the addressee. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing, or using any of this information. If you received this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. This communication may contain nonpublic information about individuals and businesses subject to the restrictions of the Gramm-Leach-Bliley Act. You may not directly or indirectly reuse or disclose such information for any purpose other than to provide the services for which you are receiving the information.

Quote Description:			Plug		Detail		7.6205 Structural Steel Sub - JB Steel			
Awarded Total:				0.00		0.00		65,825.00		
Quoted Items Total:				110,000.00		0.00		54,825.00		
Special Conditions:				0.00		0.00		11,000.00		
Quoted Total:				110,000.00		0.00		65,825.00		
Last Update:							12/18/2024 11:08:23 AM			
Comparable Total:				110,000.00		65,825.00		65,825.00		
Seller:							JB Steel			
Buyer's Special Terms & Conditions:							Furnish & Install			
Seller's Special Terms & Conditions:							Crane Size Risk (20%) \$11,000			
Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total
7.6205 Structural Steel Sub	7.62.005	F&I Str Steel Bridge	11.00	Ton	10,000.00	110,000.00	5,984.09	65,825.00	5,984.09	65,825.00
Scope Item			Quote Group							



AISC
CERTIFIED
FABRICATOR
& ERECTOR



2850 E. Ganley Tucson, AZ 85706 520-748-8062 FAX 520-748-8164

AISC Certified Fabricator and Erector

Proposal

Proposal Date: 12/10/2024
Proposal Number: 2412-10-01
Project Name: Tres Rios WRF

Project Description

We offer our proposal to detail, furnish material, fabricate, deliver and/or erect structural and miscellaneous steel pursuant to the terms and conditions of this proposal as follows:

777
We propose to furnish this project for a price of: \$53,750.00

& install

DRAWINGS:

- By Hazen and Sawyer
 - Architectural & Structural Drawings as listed in the sheet index on drawing G002 and dated 11/22/2024.
 - Project Specifications: ☒ Yes | ☐ No
 - Addendums 1 as Anitamox SOW F&I Structural Steel Bridge Rev 1 have been reviewed and incorporated into this proposal.

No pricing change for crane size.

ITEMS FURNISHED AND INSTALLED:

- Beams.
- Brace channel and angles.
- Connection plates and bolts.
- Holes for handrails.

5. Stud for grating.

Steel bridge only - excluded enlarged platform.

Prime coat only. - Final coat by other.

ITEMS TO BE INCLUDED F.O.B. JOBSITE:

- Bearing plates and anchors.

SPECIFIC EXCLUSIONS:

- See general conditions and standard exclusions.
- Dust suppression.
- Assembly of anchor bolts to templates, to be assembled by others.
- AL Handrails.
- AL Gratings.
- Metal stairs.
- Pipe supports.
- Ultrasonic test report for the splice joint refer to dwg. S-106 detail 15.
- Aluminum enlarged platforms refer to dwg. S102.

Continued on next page

GENERAL CONDITIONS:

1. This proposal will be attached as a part of the final contract documents.
2. All erection will be in accordance with AISC specifications.
3. All welding will be performed in accordance with AWS standards.
4. Steel will be cleaned per SSPC-SP2 "Hand tool cleaning" and coated with one coat of our standard primer compatible with MPI #79.
5. Adequate backing and/or grouted block for installation of railing, gates, and ladders will be provided by others. Additional costs will apply if screens/epoxy or through bolting is required.
6. The price is firm for 30 consecutive days from bid date.
7. J.B. Steel will not accept responsibility for liquidated damages.
8. Where the delivery of materials, including but not limited to structural and miscellaneous steel, is delayed through no fault of the subcontractor, the contractor shall not hold the subcontractor liable for costs associated with such delay.
9. Where the price of material, equipment, or energy increases significantly during the term of the contract through no fault of the subcontractor, the contract sum shall be equitably adjusted by change order. A significant price increase means a change in price from the date of this proposal to the date of performance by an amount exceeding five (5) percent. Vendor quotes, invoices, catalogs, receipts or other documents of commercial use shall document such price increases.
10. The price is based on 10% retention, to be paid in full 30 days upon substantial completion of the project.
11. Sales taxes are excluded from this proposal.
12. Insurance: Workers Compensation: \$1 million / \$1 million / \$1 million. General Liability Policy Limits: Each Occurrence \$1 million, Fire Damage \$50,000, Medical Expenses \$5,000, Personal & Adv. Injury \$1 million, General Aggregate \$2 million and Products- Comp/Op AGG. \$2 million, through warranty period. General Liability Endorsements: General contractors and owners may be named additional insured with respect to covered injury or damage arising out of the ongoing operations when required by written contract. General contractors may request insurance to be primary and non-contributory with respects to ongoing operations. A waiver of subrogation may be requested. Automobile Liability: Any auto, hired auto and non-owned autos \$1 million. Excess Liability Umbrella: \$5 million. Covers Worker's Compensation, General Liability, and Automobile Liability.
13. The Contractor shall not be held liable for any impacts, delays, labor overruns, material overruns and/or cost overruns related to its Work stemming from an epidemic as defined by the United States Centers for Disease Control and Prevention. The contractor shall further be entitled to a change order for any time and costs associated with said epidemic(s).

STANDARD EXCLUSIONS:

We do not include any of the following items in our bid, unless specifically noted or listed in the body of inclusions.

1. Sales tax.
2. Demolition.
3. Rebar, unless welded to structural steel.
4. Shoring.
5. Unloading of FURNISHED ONLY items.
6. Any steel not indicated listed on this proposal.
7. Reinforcing steel placement drawings.
8. Temporary stairs or railings.
9. Bolts to accommodate other trades.
10. Costs of testing and inspection.
11. Costs of bonds or special insurance.
12. Costs of any engineering not specifically included in this proposal.
13. Revisions due to site conditions.
14. Inspection beyond dimensional and visual weld inspection.
15. Addendums, specifications, and documents not specifically listed on this proposal.
16. Building permit or plans check fees.
17. Any item referenced only on plumbing, mechanical or electrical drawings.
18. Any aluminum, brass, stainless steel, cast iron, bronze, neoprene, fiber, sheetrock, drywall, or plastics not specifically itemized within this proposal.
19. Glass stops.
20. Grates and frames not specifically itemized within this proposal, including trench grates and frames.
21. Concrete core drilling.
22. Any paint or preparation to steel, including galvanizing, other than primer (i.e. sandblasting, coatings, galvanizing, final paint, etc.). Unless noted otherwise within this proposal.
23. Priming and painting of galvanized items.
24. Setting anchor bolts to line or elevation.
25. Field painting per AISC Code of Standard Practice for Steel Buildings and Bridges Part 16.3 section 7.17 which states, "Neither the fabricator nor the erector is responsible to paint field bolt heads and nuts or field welds, nor to touch up abrasions of the shop coat, nor to perform any other field painting."
26. Safety cable guard rail - J.B. Steel shall use an alternate fall protection method.
27. All concrete work including fill at the stair treads.

Proposal prepared by: Saboor Abid, Project Estimator, saboor.abid@jbsteel.net, Cell: 737-350-4135

Quote Description:				Plug	Detail		7.6225 Steel Shade Canopy Sub - Salton Sea Past Cost			
Awarded Total:				0.00	0.00		80,000.00			
Quoted Items Total:				80,000.00	0.00		53,000.00			
Special Conditions:				0.00	0.00		27,000.00			
Quoted Total:				80,000.00	0.00		80,000.00			
Last Update:							12/18/2024 11:00:57 AM			
Comparable Total:				80,000.00	80,000.00		80,000.00			
Seller:							Empire Building			
Buyer's Special Terms & Conditions:							Install 400 MH x \$50/MH = \$20,000			
Seller's Special Terms & Conditions:							Risk \$7,000			
							Total : \$27,000			
Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total
7.6225 Steel Shade Canopy Sub	7.62.002	Steel Shade Canopy Sub	1.00	Ea	80,000.00	80,000.00	 80,000.00	80,000.00		
Scope Item				Quote Group						

Proposal

ALUMA-LINE, INC.

529 E. Juanita Ave.

Mesa, AZ 85204

(480) 926-3831 • Fax (480) 545-9623

Mesa - Tempe

Phoenix - Sun City

20' X 25' SHADE

PROPOSAL SUBMITTED TO Kiewit Infrastructure West Co.	PHONE (310) 686-3890	FAX	DATE 8/21/24
STREET 3888 E. Broadway Road	JOB NAME Gilbert Wells - 3 Locations		
CITY, STATE, and ZIP CODE Phoenix, AZ 85040	JOB LOCATION Gilbert, AZ		
CONTACT Adam Miller/Michael Tidwell	Ocotillo & Higley		JOB PHONE

We hereby submit specifications and estimates for:

Procure, Fabricate, & Install (3) 12' x 14' x 10 Tall Metal Shade Canopy w/ Fabric Shades

(3) 12' x 14' x 10' Tall Clear Height Mono Sloped Metal Top Canopy over Chlorination Facility...\$45,030.00

Provide (6) 8'Ht x 11'W Textiline 95 Sunscreen side panels - Color by Owner..... \$8,120.00

Provide (3) 8'Ht x 12'W Textiline 95 Sunscreen side panels - Color by Owner..... \$4,420.00

Set on existing concrete slab/footings - Provided by others

Shade canopy to have 20guage HSB B-Deck Steel Metal Top

B-Deck to be fastened with Hilti X-ENP-19 L15 Powder Driven Fasteners with SDK2 316 SS Seal Caps

Columns and Frames to be HSS Tube steel

Canopy columns, Framing to be coated with Tnemec System - Color by Owner

Includes Engineering for Attachment to Foundation and Canopy Stucture Design

Sunscreen Side Panels: East, West, & South - Textilene 95 - (2'-0" AFF) - Color by Owner

NOTE: Due to Market Volatility & Escalating Prices, Quotes May be Subject to Change. Manufacturing Capacities & Availability May Delay Fabrication.

Exclusions:Does NOT Include Permits, Special Inspection Costs, (GPR) Costs

We Propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of:

-----See Above-----

dollars (\$ _____).

Payment to be made as follows:

Balance Due Net 30 Days

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 specifications below 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. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature _____

Kiefer Eller

Note: This proposal may be
withdrawn by us if not accepted within **60** days.

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 _____

Signature _____

Salton Sea.

Furnish. ~~28'x28'~~ 28'x28' \$82K w/o tax.

\$105/SF

Anita Mox

Furnish 20'x25'

~~\$57K w/o tax.~~

\$53 w/o tax

Install

(1 of 2)

Quote Description:				Plug	Detail		7.8305 Painting/Lead Abatement Sub- DeLeon Painting		7.8305 Painting/Lead Abatement Sub- PPS	
Awarded Total:				0.00	0.00		118,188.65		0.00	
Quoted Items Total:				47,910.00	0.00		118,188.65		160,568.00	
Special Conditions:				0.00	0.00		0.00		(25,835.00)	
Quoted Total:				47,910.00	0.00		118,188.65		134,733.00	
Last Update:							12/17/2024 3:20:52 PM		12/18/2024 10:27:58 AM	
Comparable Total:				47,910.00	118,188.65		118,188.65		134,733.00	
Seller:							DeLeon Painting, Inc		Professional Piping Systems, LLC	
Buyer's Special Terms & Conditions:										
Seller's Special Terms & Conditions:									Deduct \$25,835 for Process Air Pipe Finish Coating	
Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total
7.8305 Painting/Lead Abatement Sub	7.83.001	Painting Sub - Field Painting	1.00	PLS	23,955.00	23,955.00	118,188.65	118,188.65	106,057.51	106,057.51
7.8305 Painting/Lead Abatement Sub	7.83.001 (1)	Painting Sub - Process Air Pipe	1.00	PLS	23,955.00	23,955.00	0.00	0.00	28,675.49	28,675.49
Scope Item		Quote Group								

(2 of 2)

				Quote Description: 7.8305 Painting/Lead Abatement Sub- L & M Painting								
				Awarded Total: 0.00								
				Quoted Items Total: 187,680.00								
				Special Conditions: 0.00								
				Quoted Total: 187,680.00								
				Last Update: 12/17/2024 3:37:04 PM								
				Comparable Total: 187,680.00								
				Seller: L & M Painting								
				Buyer's Special Terms & Conditions:								
				Seller's Special Terms & Conditions:								
Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total	Total	
7.8305 Painting/Lead Abatement Sub	7.83.001	Painting Sub - Field Painting	1.00	PLS	187,680.00	187,680.00						
7.8305 Painting/Lead Abatement Sub	7.83.001 (1)	Painting Sub - Process Air Pipe	1.00	PLS	-FREE-	-FREE-						
Scope Item					Quote Group							



Fax Sheet

1055 South Euclid Avenue | Tucson, Arizona 85719-6631 | 520-624-5503 | Fax 520-620-1419

3334 W. Wilshire, Suite 35 | Phoenix, Arizona 85009 | 602-353-1712 | Fax 602-353-9556 | ROC# 071391

Send to: Kiewit Southwest

Date: December 17, 2024

Attention: Project Estimator

Phone:

Location: Office

Fax:

Number of Pages (including fax cover sheet): One

From: Greg DeLeon

520-624-5503 fax 520-620-1419

Project: Tres Rios Anita Mox, 100% Docs (Revised)

Re: Price Quotation, Joint Sealers & Painting

Remarks:

Revised Includes, Deleting Painting the Factory Coated Steel Piping.

Below is a price quotation for Tres Rios, Anita Mox, 100% Documents, including: Joint Sealers (Specification Section-07900) and Painting (09900), per plans and specifications.

This Price Quotation Includes: Labor, Materials and Equipment.

This Price Quotation Excludes: Bonds (Bond Rate: 2.5%)

Price Quotation: \$102,656.00 & REVISED, NOT PAINTING PA PIPE. PIPE WILL BE DELIVERED COATED

Unit Price Quotation: Repair Coatings after Welding Steel Pipe, \$550.00 per Weld.

Thank you,

23 WELDS (1550) = \$12,650

Greg DeLeon

Reply requested: x yes ☐ no

Original to follow in the mail: ☐ yes x no

If you do not receive all pages or if you have any difficulties, please call 520-624-5503 as soon as possible.

Tres Rios WRF

7101 North Casa Grande Highway, Tucson, AZ 85743, United States of America

Sent proposal: \$124,322

Submitted Dec 11, 2024 at 12:55 PM MST

DeLeon Painting

1055 South Euclid Avenue, Tucson, AZ 85719 US

Greg DeLeon | Project Manager | +1 520-624-5503 ext. 206 | +1 520-403-0820 | greg@deleonpaint.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Painting Sub			\$124,322
Base Bid			\$124,322

General Acknowledgments**PORPOSAL VALIDITY:**

Bidder's proposal is valid for 90 days from the submission date.

Yes

ESCALATION:

Bidder has included all material and labor escalations through completion of scope of work. (If "NO" enter annual escalation rate below)

Yes

What is Bidder's annual material and/or labor escalation rate. (Mark "N/A" if answer above is "YES")

N/A

GENERAL BIDDER ACKNOWLEDGEMENTS:

Bidder is currently licensed to perform work in the State of Arizona in compliance with the Arizona Administrative Code?

Yes

Bidder is aware of site access conditions, including wait times and delays as described in the contract, and has included these costs in their quotation.

Yes

Bidder has read and confirms its proposal complies with the Instructions to Bidders.

Yes

Bidder has read and confirms its proposal complies with the Scope of Work.

Yes

Bidder has read and confirms its proposal complies with the Project's Plans and Specifications provided.

Yes

Bidder has read and confirms its proposal complies with all scope-specific testing, inspections, as required by contract documents and specifications provided.

Yes

Bidder has read and confirms its proposal complies with the Project's Health and Safety and Environmental Plans.

Yes

If work is awarded to Bidder, Bidder agrees to enter into a mutually agreed upon Contract.

Yes

Bidder agrees to the terms and conditions on the sample Agreement provided for this scope. If answer is no, list exceptions below or include separately attached list of exceptions.

Yes

If answer was "no" above, List any exceptions to the Agreement.

N/A

Bidder's warranty complies with the project requirements.

Yes

Bidder has included all applicable taxes in the proposal price.

Yes

Bidder has included costs for all licenses and fees required to perform the Scope of Work.

Yes

Tres Rios WRF

7101 North Casa Grande Highway, Tucson, AZ 85743, United States of America

Is Bidder furnishing any permanent materials as a part of the Scope of Work? Yes

If Bidder is furnishing permanent materials as a part of the Scope of Work, are delivery costs included and compliant with the Freight term of the Instructions to Bidders document? Yes

RFP AMENDMENTS AND REVISIONS:

Bidder acknowledges receipt of all Owner issued amendments (enter highest amendment sequence). Yes

Bidder acknowledges that bid is based on "Scope of Work" revision number (enter document revision number). 100% Docs.

Bidder acknowledges that bid is based on "Instructions to Bidders" revision number (enter document revision number). Yes

LEAD TIME, SHIPPING, AND SCHEDULE (MARK "N/A" IF NOT APPLICABLE):

Lead Time - Drawings, include 2-weeks for drawing approval (After Received Order) Yes

Lead Time - 1st Delivery of Equipment/Material to the Project Site (After Received Approved Design) Yes

Lead Time - Last Delivery of Equipment/Material to the Project Site (After Received Approved Design) 72 hours

For permanent material, where is the material manufactured? USA

For permanent material, what are the shipping origins? Tucson, AZ

For permanent material, what are the shipping methods involved (Ship, Rail, Truck, etc.)? N/A

For Subcontracts, how many hours per day is Bidder's proposal based on? Eight (8)

For Subcontracts, how many hours per week is Bidder's proposal based on? 40 Hours

For Subcontracts, is Bidder's proposal based on Union or Non-Union labor? Non-Union

SITE-SPECIFIC REQUIREMENTS (MARK "N/A" IF NOT APPLICABLE):

Safety Training and Orientation is included in the proposal price. Yes

Background checks are included in the proposal price. Yes

Employee drug screening costs are included in the proposal price. Yes

Bidder has included pricing based on the work hours and calendar restrictions shown in contract documents Yes

INSURANCE AND QUALITY:

Bidder has read and confirms it can comply with the Project insurance requirements stated in the Project Documents provided. Yes

Bidder has included all additional costs necessary to comply with the Project insurance requirements. Yes

If Bidder will incur additional costs to comply with the Project's insurance requirements, Bidder has provided that cost separately in its proposal. Yes

Does Bidder have a written Quality Assurance program? Yes

Does Bidder have a written Safety Program? Yes

AUTHORIZED COMPANY REPRESENTATIVE SUBMITTING THIS BID:

Company Authorized Representative (Name, Title) Greg DeLeon

By acknowledging "Yes" to this statement, Bidder represents that a duly authorized representative, capable of entering into a legally binding agreement and authorized to submit this bid, is the individual submitting this bid. Yes

Tres Rios WRF

7101 North Casa Grande Highway, Tucson, AZ 85743, United States of America

BIDDER CONTACT INFORMATION:

Bidder Company Name (Legal Name)	DeLeon Painting, Inc.
Address (Street, City, State, Zip)	1055 S. Euclid Ave.
Bidder Contact Name (for questions regarding this proposal)	Greg DeLeon
Contact Email	greg@deleonpaint.com
Contact Phone	520-403-0820

Bond Information

Is Bidder currently able to Bond or provide an Irrevocable Letter of Credit?	Yes
If unable to provide form of security or providing a form of security is not applicable to the scope of work, please explain.	
If Yes, Enter Bond Rate.	2.50 %
If Yes, Enter Bond Limit.	\$2,000,000

Certifications

Is bidder registered as Small Business Enterprise (SBE)	Yes
If yes, please provide the certifying agency and relevant certification #, as applicable. (Enter N/A if not applicable)	ADOT & City of Tucson

Disclaimers and Clarifications

Bid package documents (electronic) including applicable plans and technical specifications are included in this specific bid package under the FILES tab.

Additional Information

Notes Please see attached.

Attachments

 Kiewit Tres Rios Anita Mox 1... (59 KB)



Fax Sheet

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Send to: Kiewit Southwest

Date: December 11, 2024

Attention: Project Estimator

Phone:

Location: Office

Fax:

Number of Pages (including fax cover sheet): One

From: Greg DeLeon

520-624-5503 fax 520-620-1419

Project: Tres Rios Anita Mox, 100% Docs

Re: Price Quotation, Joint Sealers & Painting

Remarks:

REVISED

Below is a price quotation for Tres Rios, Anita Mox, 100% Documents, including: Joint Sealers (Specification Section-07900) and Painting (09900), per plans and specifications.

This Price Quotation Includes: Labor, Materials and Equipment.

This Price Quotation Excludes: Bonds (Bond Rate: 2.5%)

Price Quotation: \$124,322.00

Thank you,

Greg DeLeon

Reply requested: ☒ yes ☐ no

Original to follow in the mail: ☐ yes ☒ no

If you do not receive all pages or if you have any difficulties, please call 520-624-5503 as soon as possible.



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Phoenix, AZ 850404
dsmith@ppsphx.com
www.ppsphx.com

Kiewit Western

Jack Hanley

Tres Rios WRF Sidestream Anita Mox Tucson - Painting and Secondary Containment Coatings Allowance

Donald Smith

Professional Piping Systems, LLC

Quote# PPS24-364

12-18-24

ATTACHMENT 1
PROPOSED PRICING

Professional Piping Systems, LLC submits its Firm Lump sum pricing below.

Taxes are not Included

Add 2% For Payment / Performance Bonds if Required



Professional Piping Systems, LLC
 319 E Pioneer Street
 Phoenix, AZ 850404
 dsmith@ppsphx.com
 www.ppsphx.com

ATTACHMENT 2
Scope of work

PPS has **INCLUDED** in this proposal the following:

Inclusions					
Bid Item	Qty.	Unit	Description	Unit Price	Total
1	1	Lot	Caustic System • Secondary containment concrete prep and reinforced modified polyamine epoxy coating system • Pipe field intermediate epoxy and polyurethane finish coating on MFG prep and prime • Canopy structural stl field prep, epoxy prime and polyurethane finish coatings		\$ 68,671.00
2	1	Lot	Effluent Pump Station • Pipe and Pumps field epoxy intermediate and polyurethane finish coating on MFG prep and prime • Pipe field prep and immersion epoxy coating		\$ 9,270.00
3	1	Lot	Process Air Piping • Pipe field epoxy intermediate and polyurethane finish coating on MFG prep and prime		\$ 34,174.00
4	1	Lot	Recycle Pump Sttn • Pipe and Pumps field intermediate epoxy and polyurethane finish coating on MFG prep and prime		\$ 3,319.00
5	1	Lot	Sidestream Treatment Reactor • Pipe and Mixer field intermediate epoxy and polyurethane finish coating on MFG prep and prime • Reactor Bridge structural stl epoxy prime and polyurethane finish coatings on MFG prep and prime • Pipe field prep and immersion epoxy coating		\$ 45,134.00
			Total		\$ 160,568.00
			Alternate • Delete Secondary containment concrete prep and reinforced modified polyamine epoxy coating system at the Caustic System • Change Process Air Piping to field prep and coating at welded joints only; 12ea 20"dia, 2ea 14"dia, and 9ea 10"dia • Deduct Caustic System Canopy field prep and coating		\$ (34,651.00) \$ (25,835.00) \$ (16,445.00)
			• Coating allowance, provided specifications not specific to project scope • Assuming pipe supports are galvanized and do not paint (cont. next page)		



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			(cont. from page 2) • All prep and prime by others must comply with manufacturers requirements for field finish coatings • Pipe labels of Brady type self-adhesive or stenciled • Breakout for Accounting Purposes Only, not for Partial Award or Scope Revision		
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ATTACHMENT 3
EXCLUSIONS

PPS has specifically **EXCLUDED** from this proposal the following:

- Sidestream Treatment Reactor Diffuser Manifolds and Laterals
- Blast containment
- State Sales Tax on materials for any work deemed to be Maintenance and Rehab items
- Third Party NACE and all other testing and inspections
- Davis Bacon Wages
- Brady snap on pipe labels and metal tags
- Buried, encased, and stainless-steel piping
- Concrete coatings for secondary containment, wastewater, and dampproofing, for submerged and or below grade not explicitly expressed as included
- Structural Steel not explicitly expressed as included
- Metal Decking or Roofing and Pre-Engineered Structures not explicitly expressed as included
- Traffic and or safety markings
- Accelerated Schedules and Phasing
- Bonding excluded



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ATTACHMENT 4
Terms & Conditions

The following terms and conditions (these "Terms & Conditions") apply to the sale of goods, materials or products (collectively, "Products") or provision of services (collectively, "Services") by Professional Piping Systems, LLC, an Arizona limited liability company ("PPS"), to the customer identified on the Purchase Order to which these Terms & Conditions are attached (the "Customer") and all purchase orders and the provision of all Products or Services by PPS are subject to the Terms & Conditions.

1. Prices. Except as provided herein, prices offered by PPS for Services or Products in any written quote or estimate ("Quote") will remain in effect for a period of fifteen (15) days after the date of the Quote (the "Quote Date"). After said fifteen (15) day period, prices are subject to change. Prices for Products to be used in any Work (hereafter defined) which are obtained by PPS from a third party, are subject to change at any time to account for any fluctuations in the market price after the Quote Date.
2. Purchase Orders. All Services or Products to be provided by PPS to Customer shall be pursuant to a written purchase order executed by PPS and the Customer (a "Purchase Order"), referencing the scope of work described on the Quote, which will, at a minimum, include a description of the Services or Products to be provided by PPS (collectively, the "Work"), and the compensation to PPS therefor. PPS shall have no obligation to proceed with any Work until such time that it has received a fully executed Purchase Order and any initial deposit required there under.
3. Change Orders. The parties may only modify or add to the Work described in the Purchase Order by executing a written change order describing in reasonable detail the modified or additional Work to be completed and any adjustments to the schedule or the compensation to PPS therefore (a "Change Order"). PPS shall have no obligation whatsoever to commence or complete any additional or modified Work unless and until Customer and PPS have executed a Change Order.
4. Plans and Specifications; Scheduling. PPS shall complete or provide all Work in substantial conformity with written specifications, drawings and descriptions provided by Customer to PPS (collectively, "Customer Specifications"). PPS shall have no liability to Customer for any delays, damages or claims of any kind arising from defects, omissions, errors or deficiencies in the Customer Specifications and Customer shall defend, indemnify and hold PPS harmless for, from and against any and all liability, damages, claims, losses and expenses, including attorneys' fees and costs, arising therefrom or related thereto. PPS will furnish detailed joint design, pipeline layouts and manufacturing drawings for Customers' approval prior to commencing pipe manufacture at no extra cost. Drawings will be provided one (1) week after receipt of the approved layout.
5. Shipping. Shipping rate and delivery date will be arranged by mutual written agreement between PPS and Customer upon receipt of approved drawings. Any revised delivery schedule will be negotiated between PPS and Customer and will take into account PPS' current schedules of work on hand as well as current availability and prices of materials. Any delays on the project resulting in production or delivery delays longer than thirty (30) days may result in an escalation charge in an amount determined by PPS in its sole discretion. Prices are based on delivers in full truckload lots. Deliveries requested for material in quantities less than truckload lots will be billed to Customer at the full truck load rate. Internal bracing, stulling, and shoring are placed in pipe at the time



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of manufacture for the purpose of limited pipe deflection during hauling and handling. PPS is not responsible for internal bracing required for the installation or grouting of the pipe. Any special requirements, i.e. vertical elongation etc., will be the sole responsibility of Customer. Shipping Cradles and stull are the property of PPS and are to be grouped and reloaded on trucks, at Customer's expense, for reuse by PPS, if requested. Any bunks or stulls not returned in reusable condition will be billed to the Customer's account at full replacement cost. Risk of loss or damage shall pass to Customer when Products are delivered to Customer or delivered to or picked up by the shipping company.

6. Payment Terms. Payment terms are net thirty (30) days from the date that PPS sends an invoice to Customer for the amounts due. Any amounts not paid within such thirty (30) day period shall accrue interest thereafter until paid in full at a rate which is the lesser of eighteen percent (18%) per annum or the highest rate allowed under applicable laws, computed on a 365/360 day year basis. In addition, in the event that the Customer fails to pay the full amount due within thirty (30) days after PPS has sent Customer an invoice, PPS shall be entitled to exercise any of its available remedies under applicable law, which include suspension of any further work by PPS and retention of any equipment or other personal property owned by the Customer and in PPS' possession, until all past due amounts owing to PPS have been paid in full. PPS will invoice Customer for 100% of raw material (no retention) upon its arrival at PPS' facility. PPS will invoice Customer monthly for progress payments (less retention) per a PPS supplied schedule of values. PPS will invoice for all final amounts including retention amounts, after completion of

6. Warranty. PPS warrants that Products and Services provided by PPS to Customers are free from defects in material and workmanship. PPS' obligation under this warranty is limited to correction of defects in Products or Services which were provided by PPS. Within ten (10) calendar days after discovery of any defective Services or Products provided by PPS, Customer shall provide PPS written notice of such defect. This warranty does not cover any repairs or replacement required due to a Customer or third parties' accident, abuse, misuse, failure to maintain, disassembly, repair, modification, negligence, fault, or natural or man-made disaster. PPS shall have no liability to Customer for any: (a) consequential, special, indirect, incidental, punitive, or liquidated damages; or, (b) damages to or from products or services not furnished by PPS; or, (c) repair, replacement or other expenses incurred by Customer in correcting defective Products or Services provided by PPS. PPS' warranty will remain in effect for a period of twelve (12) months from the date the Products or Services were provided or completed. Notwithstanding the foregoing, with respect to new equipment, PPS' warranty will remain in effect until the earlier of: (i) twelve (12) months from the time the new equipment is placed into service; or, (ii) eighteen (18) months from the date of delivery to the Customer. PPS' warranty for new equipment shall apply only if Customer properly stores, maintains and operates said equipment in accordance with the original equipment manufacturer's procedures and specifications. EXCEPT FOR PPS' EXPRESS WARRANTY CONTAINED HEREIN, PPS IS NOT MAKING AND HEREBY EXPRESSLY DISCLAIMS ANY OTHER IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE SERVICES AND PRODUCTS. WITHOUT LIMITING THE FOREGOING, PPS EXPRESSLY DISCLAIMS ANY WARRANTY OF

7. Indemnification. PPS will indemnify and hold Customer harmless for, from and against any and all claims, damages, liability, losses, or expenses, including reasonable attorneys' fees and costs pursuant to Arizona statutes, arising from or relating to PPS' breach of the Purchase Order or the Terms & Conditions. Customer will indemnify and hold PPS harmless for, from, and against any and all claims, damages, liability, losses or expenses, including reasonable attorneys' fees and costs pursuant to Arizona statutes, arising from or relating to Customer's



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breach of the Purchase Order or the Terms & Conditions. Notwithstanding anything to the contrary, under no circumstances will either party be liable to the other party for consequential, special, indirect, incidental, punitive, or liquidated damages.

8. Shortages, Defects or Errors. Customer shall give prompt written notice to PPS of any shortages, defects or errors in any Products or Services, which notice shall be given to PPS no later than ten (10) business days of Customer's receipt of the Product or the provision of Services.

9. Title. Title to Products provided by PPS shall not pass to Customer until PPS has received full payment of all amounts due for all Services performed and Products provided by PPS.

10. Cancellation. Customer may cancel a Purchase Order by providing written notice to PPS, provided, however, Customer will be obligated for all unpaid Work completed up to and including the date that PPS receives written notice of cancellation, plus PPS' reasonable profit for uncompleted Work under the Purchase Order.

11. Force Majeure. Neither PPS nor the Customer shall be liable for any damages, claims or liability of any kind arising from delay in performance caused by a "Force Majeure Event". As used herein, "Force Majeure Event" shall mean acts of God; acts of terrorism; explosion; fire; extreme weather conditions; flood; drought; epidemic; pandemic; earthquake; riot; insurrection; blockade; war or other hostilities; strike, lockout or other industrial disturbance; act or restraint of governmental authority whether valid or invalid; the refusal or failure of any governmental authority to promptly issue or grant any necessary governmental authorizations, permits, licenses, certificates or approvals or the action or inaction of any governmental authority which causes the lapse or expiration of any of the foregoing; shortages of materials or Products to be incorporated in the Work, and any other cause or event which is reasonably beyond the control of the party and which the party is not able to overcome by the exercise of reasonable diligence, provided, however, that neither party shall be required to settle any strike, work stoppage or other labor dispute on terms which, in its opinion, are unsatisfactory. If any delay in PPS' performance is attributable to a Force Majeure Event, the time for performance shall be extended for a period equal to the time of the delay caused by the Force Majeure Event. Notwithstanding the foregoing, the occurrence of a Force Majeure Event shall not excuse or delay any payment obligation under the Purchase Order

12. Access and Cooperation. Customer shall provide PPS access to the work site at all times during PPS' normal hours of business to enable PPS to complete the Work and shall otherwise cooperate with PPS so that the Work may be completed on a timely and efficient basis. Such cooperation shall include providing information to PPS necessary to obtain permits or other required governmental approvals for the Work and coordination with Customer's other contractors or employees to enable PPS to complete the Work without interference or interruption.

13. Jurisdiction, Venue and Waiver of Jury Trial. These Terms & Conditions and all Purchase Orders between PPS and Customer shall be interpreted and enforced according to Arizona substantive laws, without regard to Arizona's choice of law provisions. Any disputes between the parties arising from these Terms & Conditions or the Purchase Order shall be brought and maintained in a court of competent jurisdiction in Maricopa County, Arizona. PPS and Customer hereby irrevocably waive any and all rights they have to demand that any action, proceeding or counterclaim arising out of or in any way related to these Terms & Conditions or any Purchase Order be tried by jury.



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14. Attorney Fees. In the event that either party hereto institutes an action or other proceeding to enforce any rights arising under these Terms & Conditions or any Purchase Order, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party pursuant to Arizona statutes.

15. Entire Agreement. Incorporation and Modification. These Terms & Conditions and the applicable Purchase Order contain the entire agreement between the parties. These Terms & Conditions and the Purchase Order have been negotiated among the parties and, if there is any ambiguity, no presumption construing these Terms & Conditions or the Purchase Order shall be imposed because the same were prepared by such party or its attorney. These Terms & Conditions are hereby incorporated in and as a part of all Purchase Orders. To the extent that there is any conflict in the terms of these Terms & Conditions and the terms of a Purchase Order, these Terms & Conditions shall control, unless the Purchase Order, by its express terms, supersedes these Terms & Conditions by specific reference to the provision of these Terms & Conditions so modified. No modification of these Terms & Conditions or any Purchase Order shall be of any force or effect unless such modification is in writing and executed by both of the parties. These Terms & Conditions shall control over all additional or conflicting terms and conditions that may appear on Customer written documents, including purchase orders, delivery tickets, service order tickets, invoices or any other document and PPS' signature on any Customer written document shall not constitute PPS' consent to any terms and conditions set forth in such document. Notwithstanding the foregoing,

16. Notices. All notices or other communications required or provided to be given by either party shall be in writing and shall be hand delivered, transmitted by email or by United States first class mail, postage prepaid. Notices shall be deemed given upon hand delivery, or if sent via email, upon transmission provided the same is also sent on the date of transmission by first class mail, postage prepaid, or if mailed, three (3) calendar days after such notice is deposited in the mail, in each case, addressed to the parties to the addresses set forth in the Purchase Order. Any party may change the address to which notice shall be delivered or mailed or emailed by written notice duly given.

17. Severability and Waiver. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof. Any waivers must be in writing and signed by the party sought to be charged. The waiver by any party of a right provided thereunder shall not be deemed to be a continuing waiver of that right or a waiver of any other right.

18. Miscellaneous. In these Term & Conditions: (i) the singular includes the plural and vice versa and reference to any gender includes each other gender; (ii) reference to any person includes such person's successors and assigns but only if such successors and assigns are not prohibited by these Term & Conditions; (iii) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to these Terms and Conditions as a whole; (iv) reference to any agreement, document or instrument means such agreement, document or instrument as



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amended or modified and in effect from time to time in accordance with the terms thereof; (v) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules, restatement, supplements or amendments thereto; (vi) references to "day" or "days" mean calendar days; (vii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding the word "including"; (viii) where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner; (ix) "or" is used in the inclusive sense of "and/or"; (x) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; (xi) references to amounts of money expressed in Dollars are references to United States Dollars; and (xii) any action required hereunder to be taken within a certain number of days shall, except as may otherwise be expressly provided herein, be taken within that number of days excluding the day on which the counting is initiated and including the final day of the period.



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Kiewit Western

Jack Hanley

Tres Rios WRF Sidestream Anita Mox Tucson - Painting and Secondary Containment Coatings Allowance

Donald Smith

Professional Piping Systems, LLC

Quote# PPS24-364

12-11-24

* WILL NOT HAVE REVISED QUOTE
UNTIL 12/18 - LATE AFTERNOON

ATTACHMENT 1
PROPOSED PRICING

Professional Piping Systems, LLC submits its Firm Lump sum pricing below.

Taxes are not Included

Add 2% For Payment / Performance Bonds if Required



Professional Piping Systems, LLC
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 Phoenix, AZ 850404
 dsmith@ppsphx.com
 www.ppsphx.com

ATTACHMENT 2
Scope of work

PPS has **INCLUDED** in this proposal the following:

Inclusions					
Bid Item	Qty.	Unit	Description	Unit Price	Total
1	1	Lot	Caustic System • Secondary containment concrete prep and reinforced modified polyamine epoxy coating system • Pipe field intermediate epoxy and polyurethane finish coating on MFG prep and prime • Canopy structural stl field prep, epoxy prime and polyurethane finish coatings	<i>option price</i>	\$ 68,671.00
2	1	Lot	Effluent Pump Station • Pipe and Pumps field epoxy intermediate and polyurethane finish coating on MFG prep and prime • Pipe field prep and immersion epoxy coating		\$ 9,270.00
3	1	Lot	Process Air Piping • Pipe field epoxy intermediate and polyurethane finish coating on MFG prep and prime	<i>option price to include weld tackup (paint)</i>	\$ 34,174.00
4	1	Lot	Recycle Pump Sttn • Pipe and Pumps field intermediate epoxy and polyurethane finish coating on MFG prep and prime		\$ 3,319.00
5	1	Lot	Sidestream Treatment Reactor • Pipe and Mixer field intermediate epoxy and polyurethane finish coating on MFG prep and prime • Reactor Bridge structural stl epoxy prime and polyurethane finish coatings on MFG prep and prime • Pipe field prep and immersion epoxy coating	<i>option price</i>	\$ 45,134.00
			Total		\$ 160,568.00
			Alternate • Delete Secondary containment concrete prep and reinforced modified polyamine epoxy coating system at the Caustic System		\$ (34,651.00)
			• Coating allowance, provided specifications not specific to project scope • Assuming pipe supports are galvanized and do not paint • All prep and prime by others must comply with manufacturers requirements for field finish coatings • Pipe labels of Brady type self-adhesive or stenciled • Breakout for Accounting Purposes Only, not for Partial Award or Scope Revision		



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Phoenix, AZ 850404
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ATTACHMENT 3
EXCLUSIONS

PPS has specifically **EXCLUDED** from this proposal the following:

- Sidestream Treatment Reactor Diffuser Manifolds and Laterals
- Blast containment
- State Sales Tax on materials for any work deemed to be Maintenance and Rehab items
- Third Party NACE and all other testing and inspections
- Davis Bacon Wages
- Brady snap on pipe labels and metal tags
- Buried, encased, and stainless-steel piping
- Concrete coatings for secondary containment, wastewater, and dampproofing, for submerged and or below grade not explicitly expressed as included
- Structural Steel not explicitly expressed as included
- Metal Decking or Roofing and Pre-Engineered Structures not explicitly expressed as included
- Traffic and or safety markings
- Accelerated Schedules and Phasing
- Bonding excluded



ATTACHMENT 4
Terms & Conditions

The following terms and conditions (these "Terms & Conditions") apply to the sale of goods, materials or products (collectively, "Products") or provision of services (collectively, "Services") by Professional Piping Systems, LLC, an Arizona limited liability company ("PPS"), to the customer identified on the Purchase Order to which these Terms & Conditions are attached (the "Customer") and all purchase orders and the provision of all Products or Services by PPS are subject to the Terms & Conditions.

1. Prices. Except as provided herein, prices offered by PPS for Services or Products in any written quote or estimate ("Quote") will remain in effect for a period of fifteen (15) days after the date of the Quote (the "Quote Date"). After said fifteen (15) day period, prices are subject to change. Prices for Products to be used in any Work (hereafter defined) which are obtained by PPS from a third party, are subject to change at any time to account for any fluctuations in the market price after the Quote Date.
2. Purchase Orders. All Services or Products to be provided by PPS to Customer shall be pursuant to a written purchase order executed by PPS and the Customer (a "Purchase Order"), referencing the scope of work described on the Quote, which will, at a minimum, include a description of the Services or Products to be provided by PPS (collectively, the "Work"), and the compensation to PPS therefor. PPS shall have no obligation to proceed with any Work until such time that it has received a fully executed Purchase Order and any initial deposit required there under.
3. Change Orders. The parties may only modify or add to the Work described in the Purchase Order by executing a written change order describing in reasonable detail the modified or additional Work to be completed and any adjustments to the schedule or the compensation to PPS therefore (a "Change Order"). PPS shall have no obligation whatsoever to commence or complete any additional or modified Work unless and until Customer and PPS have executed a Change Order.
4. Plans and Specifications; Scheduling. PPS shall complete or provide all Work in substantial conformity with written specifications, drawings and descriptions provided by Customer to PPS (collectively, "Customer Specifications"). PPS shall have no liability to Customer for any delays, damages or claims of any kind arising from defects, omissions, errors or deficiencies in the Customer Specifications and Customer shall defend, indemnify and hold PPS harmless for, from and against any and all liability, damages, claims, losses and expenses, including attorneys' fees and costs, arising therefrom or related thereto. PPS will furnish detailed joint design, pipeline layouts and manufacturing drawings for Customers' approval prior to commencing pipe manufacture at no extra cost. Drawings will be provided one (1) week after receipt of the approved layout.
5. Shipping. Shipping rate and delivery date will be arranged by mutual written agreement between PPS and Customer upon receipt of approved drawings. Any revised delivery schedule will be negotiated between PPS and Customer and will take into account PPS' current schedules of work on hand as well as current availability and prices of materials. Any delays on the project resulting in production or delivery delays longer than thirty (30) days may result in an escalation charge in an amount determined by PPS in its sole discretion. Prices are based on delivers in full truckload lots. Deliveries requested for material in quantities less than truckload lots will be billed to Customer at the full truck load rate. Internal bracing, stulling, and shoring are placed in pipe at the time



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of manufacture for the purpose of limited pipe deflection during hauling and handling. PPS is not responsible for internal bracing required for the installation or grouting of the pipe. Any special requirements, i.e. vertical elongation etc., will be the sole responsibility of Customer. Shipping Cradles and stull are the property of PPS and are to be grouped and reloaded on trucks, at Customer's expense, for reuse by PPS, if requested. Any bunks or stulls not returned in reusable condition will be billed to the Customer's account at full replacement cost. Risk of loss or damage shall pass to Customer when Products are delivered to Customer or delivered to or picked up by the shipping company.

6. Payment Terms. Payment terms are net thirty (30) days from the date that PPS sends an invoice to Customer for the amounts due. Any amounts not paid within such thirty (30) day period shall accrue interest thereafter until paid in full at a rate which is the lesser of eighteen percent (18%) per annum or the highest rate allowed under applicable laws, computed on a 365/360 day year basis. In addition, in the event that the Customer fails to pay the full amount due within thirty (30) days after PPS has sent Customer an invoice, PPS shall be entitled to exercise any of its available remedies under applicable law, which include suspension of any further work by PPS and retention of any equipment or other personal property owned by the Customer and in PPS' possession, until all past due amounts owing to PPS have been paid in full. PPS will invoice Customer for 100% of raw material (no retention) upon its arrival at PPS' facility. PPS will invoice Customer monthly for progress payments (less retention) per a PPS supplied schedule of values. PPS will invoice for all final amounts including retention amounts, after completion of

6. Warranty. PPS warrants that Products and Services provided by PPS to Customers are free from defects in material and workmanship. PPS' obligation under this warranty is limited to correction of defects in Products or Services which were provided by PPS. Within ten (10) calendar days after discovery of any defective Services or Products provided by PPS, Customer shall provide PPS written notice of such defect. This warranty does not cover any repairs or replacement required due to a Customer or third parties' accident, abuse, misuse, failure to maintain, disassembly, repair, modification, negligence, fault, or natural or man-made disaster. PPS shall have no liability to Customer for any: (a) consequential, special, indirect, incidental, punitive, or liquidated damages; or, (b) damages to or from products or services not furnished by PPS; or, (c) repair, replacement or other expenses incurred by Customer in correcting defective Products or Services provided by PPS. PPS' warranty will remain in effect for a period of twelve (12) months from the date the Products or Services were provided or completed. Notwithstanding the foregoing, with respect to new equipment, PPS' warranty will remain in effect until the earlier of: (i) twelve (12) months from the time the new equipment is placed into service; or, (ii) eighteen (18) months from the date of delivery to the Customer. PPS' warranty for new equipment shall apply only if Customer properly stores, maintains and operates said equipment in accordance with the original equipment manufacturer's procedures and specifications. EXCEPT FOR PPS' EXPRESS WARRANTY CONTAINED HEREIN, PPS IS NOT MAKING AND HEREBY EXPRESSLY DISCLAIMS ANY OTHER IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE SERVICES AND PRODUCTS. WITHOUT LIMITING THE FOREGOING, PPS EXPRESSLY DISCLAIMS ANY WARRANTY OF

7. Indemnification. PPS will indemnify and hold Customer harmless for, from and against any and all claims, damages, liability, losses, or expenses, including reasonable attorneys' fees and costs pursuant to Arizona statutes, arising from or relating to PPS' breach of the Purchase Order or the Terms & Conditions. Customer will indemnify and hold PPS harmless for, from, and against any and all claims, damages, liability, losses or expenses, including reasonable attorneys' fees and costs pursuant to Arizona statutes, arising from or relating to Customer's



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breach of the Purchase Order or the Terms & Conditions. Notwithstanding anything to the contrary, under no circumstances will either party be liable to the other party for consequential, special, indirect, incidental, punitive, or liquidated damages.

8. Shortages, Defects or Errors. Customer shall give prompt written notice to PPS of any shortages, defects or errors in any Products or Services, which notice shall be given to PPS no later than ten (10) business days of Customer's receipt of the Product or the provision of Services.

9. Title. Title to Products provided by PPS shall not pass to Customer until PPS has received full payment of all amounts due for all Services performed and Products provided by PPS.

10. Cancellation. Customer may cancel a Purchase Order by providing written notice to PPS, provided, however, Customer will be obligated for all unpaid Work completed up to and including the date that PPS receives written notice of cancellation, plus PPS' reasonable profit for uncompleted Work under the Purchase Order.

11. Force Majeure. Neither PPS nor the Customer shall be liable for any damages, claims or liability of any kind arising from delay in performance caused by a "Force Majeure Event". As used herein, "Force Majeure Event" shall mean acts of God; acts of terrorism; explosion; fire; extreme weather conditions; flood; drought; epidemic; pandemic; earthquake; riot; insurrection; blockade; war or other hostilities; strike, lockout or other industrial disturbance; act or restraint of governmental authority whether valid or invalid; the refusal or failure of any governmental authority to promptly issue or grant any necessary governmental authorizations, permits, licenses, certificates or approvals or the action or inaction of any governmental authority which causes the lapse or expiration of any of the foregoing; shortages of materials or Products to be incorporated in the Work, and any other cause or event which is reasonably beyond the control of the party and which the party is not able to overcome by the exercise of reasonable diligence, provided, however, that neither party shall be required to settle any strike, work stoppage or other labor dispute on terms which, in its opinion, are unsatisfactory. If any delay in PPS' performance is attributable to a Force Majeure Event, the time for performance shall be extended for a period equal to the time of the delay caused by the Force Majeure Event. Notwithstanding the foregoing, the occurrence of a Force Majeure Event shall not excuse or delay any payment obligation under the Purchase Order

12. Access and Cooperation. Customer shall provide PPS access to the work site at all times during PPS normal hours of business to enable PPS to complete the Work and shall otherwise cooperate with PPS so that the Work may be completed on a timely and efficient basis. Such cooperation shall include providing information to PPS necessary to obtain permits or other required governmental approvals for the Work and coordination with Customer's other contractors or employees to enable PPS to complete the Work without interference or interruption.

13. Jurisdiction, Venue and Waiver of Jury Trial. These Terms & Conditions and all Purchase Orders between PPS and Customer shall be interpreted and enforced according to Arizona substantive laws, without regard to Arizona's choice of law provisions. Any disputes between the parties arising from these Terms & Conditions or the Purchase Order shall be brought and maintained in a court of competent jurisdiction in Maricopa County, Arizona. PPS and Customer hereby irrevocably waive any and all rights they have to demand that any action, proceeding or counterclaim arising out of or in any way related to these Terms & Conditions or any Purchase Order be tried by jury.



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14. Attorney Fees. In the event that either party hereto institutes an action or other proceeding to enforce any rights arising under these Terms & Conditions or any Purchase Order, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party pursuant to Arizona statutes.

15. Entire Agreement. Incorporation and Modification. These Terms & Conditions and the applicable Purchase Order contain the entire agreement between the parties. These Terms & Conditions and the Purchase Order have been negotiated among the parties and, if there is any ambiguity, no presumption construing these Terms & Conditions or the Purchase Order shall be imposed because the same were prepared by such party or its attorney. These Terms & Conditions are hereby incorporated in and as a part of all Purchase Orders. To the extent that there is any conflict in the terms of these Terms & Conditions and the terms of a Purchase Order, these Terms & Conditions shall control, unless the Purchase Order, by its express terms, supersedes these Terms & Conditions by specific reference to the provision of these Terms & Conditions so modified. No modification of these Terms & Conditions or any Purchase Order shall be of any force or effect unless such modification is in writing and executed by both of the parties. These Terms & Conditions shall control over all additional or conflicting terms and conditions that may appear on Customer written documents, including purchase orders, delivery tickets, service order tickets, invoices or any other document and PPS' signature on any Customer written document shall not constitute PPS' consent to any terms and conditions set forth in such document. Notwithstanding the foregoing,

16. Notices. All notices or other communications required or provided to be given by either party shall be in writing and shall be hand delivered, transmitted by email or by United States first class mail, postage prepaid. Notices shall be deemed given upon hand delivery, or if sent via email, upon transmission provided the same is also sent on the date of transmission by first class mail, postage prepaid, or if mailed, three (3) calendar days after such notice is deposited in the mail, in each case, addressed to the parties to the addresses set forth in the Purchase Order. Any party may change the address to which notice shall be delivered or mailed or emailed by written notice duly given.

17. Severability and Waiver. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof. Any waivers must be in writing and signed by the party sought to be charged. The waiver by any party of a right provided thereunder shall not be deemed to be a continuing waiver of that right or a waiver of any other right.

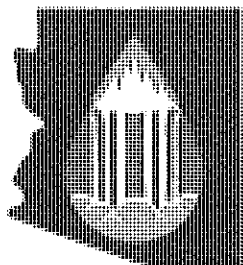
18. Miscellaneous. In these Term & Conditions: (i) the singular includes the plural and vice versa and reference to any gender includes each other gender; (ii) reference to any person includes such person's successors and assigns but only if such successors and assigns are not prohibited by these Term & Conditions; (iii) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to these Terms and Conditions as a whole; (iv) reference to any agreement, document or instrument means such agreement, document or instrument as



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amended or modified and in effect from time to time in accordance with the terms thereof; (v) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules, restatement, supplements or amendments thereto; (vi) references to "day" or "days" mean calendar days; (vii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding the word "including"; (viii) where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner; (ix) "or" is used in the inclusive sense of "and/or"; (x) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; (xi) references to amounts of money expressed in Dollars are references to United States Dollars; and (xii) any action required hereunder to be taken within a certain number of days shall, except as may otherwise be expressly provided herein, be taken within that number of days excluding the day on which the counting is initiated and including the final day of the period.

12-17-24



L&M PAINTING

COMMERCIAL * INDUSTRIAL

L&M Painting
1425 South Higley Road, Suite 107
Chandler, AZ 85826
480-430-8267
ROC 353156

Kiewit Western Co.
3888 East Broadway Road
Phoenix, AZ 85040

Attention: Jack Hanley

Reference: Tres Rios WRF, Sidestream Anitamox Process Project
Pinal County, AZ

Subject: Painting Proposal

The following is our scope of work and pricing for the above-mentioned Project per the plans and specifications:

<u>Section</u>	<u>Description</u>
09 90 00	Painting
	Excludes:
	1. shop applied coating
	2. all buried pipes
	3. contact with dissimilar metals coating

Scope:

- Painting new exposed Pipes and Mechanical Items (shop-primed by others)
- Waterproofing exterior of the Chemical Containment Sump
- Epoxy Coating Containment per system 119 at the Caustic Facility
- Painting of new Reactor Bridge (shop primed by others and painted before installation)

Excluded from Scope of Work:

- Third Party Inspection
- Coating of new Reactor
- Painting of Copper, aluminum and stainless-steel pipes or appurtenances
- Grinding welds to the satisfaction of the inspector
- Pipe Identification
- Concrete painting or floor sealer except as described above
- Painting of conduits and/or electrical equipment
- Taxes

Bid Item	Qty.	Unit	Description	Unit Price	Total
		LS	Technical Submittals		\$2,000.00
		LS	Pipes & Mechanical Painting		\$48,360.00
		LS	New Bridge Painting		\$44,620.00
		LS	System 119 Coating at Caustic Facility		\$46,520.00
		LS	Chemical Containment Sump Exterior Damp proofing		\$6,000.00
			(add 2% if Payment/Performance Bonds are required)	Total	\$147,500.00
			Alternate: Sandblast and Paint 30 insulated Pipes Weld Connection with access over 6' by Kiewit and all done within the same Mobilisation		\$36,500.00
			Trade Damages Repair on T&M at \$95.00 Per Hour		

Clarifications:

1. Based on 40 hours schedule, no overtime included

Addendums noted: n/a

Please call me if you have any questions regarding this proposal.

Gilles Bussieres

Gilles Bussieres
Estimator-Project Manager
gilles@lmpaintingco.com
602-576-2740

Tres Rios WRF

7101 North Casa Grande Highway, Tucson, AZ 85743, United States of America

Sent proposal: \$147,500

Submitted Dec 10, 2024 at 6:51 PM MST

L&M Painting

1425 South Higley Road, Suite 107, Gilbert, AZ 85296, United States of America

Gilles Bussieres | gilles@lmpaintingco.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Painting Sub			\$147,500
Base Bid			\$147,500

General Acknowledgments

PORPOSAL VALIDITY:

Bidder's proposal is valid for 90 days from the submission date.

Yes

ESCALATION:

Bidder has included all material and labor escalations through completion of scope of work. (If "NO" enter annual escalation rate below)

No

What is Bidder's annual material and/or labor escalation rate. (Mark "N/A" if answer above is "YES")

7%

GENERAL BIDDER ACKNOWLEDGEMENTS:

Bidder is currently licensed to perform work in the State of Arizona in compliance with the Arizona Administrative Code?

Yes

Bidder is aware of site access conditions, including wait times and delays as described in the contract, and has included these costs in their quotation.

Yes

Bidder has read and confirms its proposal complies with the Instructions to Bidders.

Yes

Bidder has read and confirms its proposal complies with the Scope of Work.

Yes

Bidder has read and confirms its proposal complies with the Project's Plans and Specifications provided.

Yes

Bidder has read and confirms its proposal complies with all scope-specific testing, inspections, as required by contract documents and specifications provided.

No

Bidder has read and confirms its proposal complies with the Project's Health and Safety and Environmental Plans.

Yes

If work is awarded to Bidder, Bidder agrees to enter into a mutually agreed upon Contract.

Yes

Bidder agrees to the terms and conditions on the sample Agreement provided for this scope. If answer is no, list exceptions below or include separately attached list of exceptions.

Yes

If answer was "no" above, List any exceptions to the Agreement.

NACE Third Party Inspections are excluded from our Scope

Bidder's warranty complies with the project requirements.

Yes

Bidder has included all applicable taxes in the proposal price.

Yes

Bidder has included costs for all licenses and fees required to perform the Scope of Work.

Yes

Tres Rios WRF

7101 North Casa Grande Highway, Tucson, AZ 85743, United States of America

Is Bidder furnishing any permanent materials as a part of the Scope of Work? Yes

If Bidder is furnishing permanent materials as a part of the Scope of Work, are delivery costs included and compliant with the Freight term of the Instructions to Bidders document? Yes

RFP AMENDMENTS AND REVISIONS:

Bidder acknowledges receipt of all Owner Issued amendments (enter highest amendment sequence). Response to questions only

Bidder acknowledges that bid is based on "Scope of Work" revision number (enter document revision number). 0

Bidder acknowledges that bid is based on "Instructions to Bidders" revision number (enter document revision number). 0

LEAD TIME, SHIPPING, AND SCHEDULE (MARK "N/A" IF NOT APPLICABLE):

Lead Time - Drawings, include 2-weeks for drawing approval (After Received Order) n/a for painting

Lead Time - 1st Delivery of Equipment/Material to the Project Site (After Received Approved Design) n/a for painting

Lead Time - Last Delivery of Equipment/Material to the Project Site (After Received Approved Design) n/a

For permanent material, where is the material manufactured? Sherwin-Williams

For permanent material, what are the shipping origins? SW store

For permanent material, what are the shipping methods involved (Ship, Rail, Truck, etc.)? SW Truck

For Subcontracts, how many hours per day is Bidder's proposal based on? 8

For Subcontracts, how many hours per week is Bidder's proposal based on? 40 no overtime included

For Subcontracts, is Bidder's proposal based on Union or Non-Union labor? non union

SITE-SPECIFIC REQUIREMENTS (MARK "N/A" IF NOT APPLICABLE):

Safety Training and Orientation is included in the proposal price. yes

Background checks are included in the proposal price. no

Employee drug screening costs are included in the proposal price. yes

Bidder has included pricing based on the work hours and calendar restrictions shown in contract documents Yes

INSURANCE AND QUALITY:

Bidder has read and confirms it can comply with the Project insurance requirements stated in the Project Documents provided. Yes

Bidder has included all additional costs necessary to comply with the Project insurance requirements. No

If Bidder will incur additional costs to comply with the Project's insurance requirements, Bidder has provided that cost separately in its proposal. No

Does Bidder have a written Quality Assurance program? Yes

Does Bidder have a written Safety Program? Yes

AUTHORIZED COMPANY REPRESENTATIVE SUBMITTING THIS BID:

Company Authorized Representative (Name, Title) Gilles Bussieres

By acknowledging "Yes" to this statement, Bidder represents that a duly authorized representative, capable of entering into a legally binding agreement and authorized to submit this bid, is the individual submitting this bid. Yes

Tres Rios WRF

7101 North Casa Grande Highway, Tucson, AZ 85743, United States of America

BIDDER CONTACT INFORMATION:

Bidder Company Name (Legal Name)	L&M Paitning
Address (Street, City, State, Zip)	1425 S. Higley Road
Bidder Contact Name (for questions regarding this proposal)	Gilles Bussieres
Contact Email	gilles@lmpaintingco.com
Contact Phone	602-576-2740

Bond Information

Is Bidder currently able to Bond or provide an Irrevocable Letter of Credit?	Yes
If unable to provide form of security or providing a form of security is not applicable to the scope of work, please explain.	
If Yes, Enter Bond Rate.	2 %
If Yes, Enter Bond Limit.	

Certifications

Is bidder registered as Small Business Enterprise (SBE)	No
If yes, please provide the certifying agency and relevant certification #, as applicable. (Enter N/A if not applicable)	n/a

Disclaimers and Clarifications

Bid package documents (electronic) including applicable plans and technical specifications are included in this specific bid package under the FILES tab.

Additional Information

Notes	Thanks for the Opportunity
-------	----------------------------

Attachments

 LMP240047 Tres Rios WRF... (54 KB)



L&M Painting
1425 South Higley Road, Suite 107
Chandler, AZ 85826
480-430-8267
ROC 353156

L&M PAINTING

COMMERCIAL * INDUSTRIAL

Kiewit Western Co.
3888 East Broadway Road
Phoenix, AZ 85040

Attention: Jack Hanley

Reference: Tres Rios WRF, Sidestream Anitamox Process Project
Pinal County, AZ

Subject: Painting Proposal

The following is our scope of work and pricing for the above-mentioned Project per the plans and specifications:

<u>Section</u>	<u>Description</u>
09 90 00	Painting
	Excludes:
	1. shop applied coating
	2. all buried pipes
	3. contact with dissimilar metals coating

Scope:

- ✓ *Doesn't include PA PIPE*
- Painting new exposed Pipes and Mechanical Items (shop-primed by others)
 - Waterproofing exterior of the Chemical Containment Sump
 - Epoxy Coating Containment per system 119 at the Caustic Facility
 - Painting of new Reactor Bridge (shop primed by others)

Excluded from Scope of Work:

- Third Party Inspection
- Coating of new Reactor
- Painting of Copper, aluminum and stainless-steel pipes or appurtenances
- Grinding welds to the satisfaction of the inspector
- Pipe Identification
- Concrete painting or floor sealer except as described above
- Painting of conduits and/or electrical equipment
- Taxes

Bid Item	Qty.	Unit	Description	Unit Price	Total
		LS	Technical Submittals		\$2,000.00
		LS	Pipes & Mechanical Painting		\$48,360.00
		LS	New Bridge Painting		\$44,620.00
		LS	System 119 Coating at Caustic Facility		\$46,520.00
		LS	Chemical Containment Sump Exterior Damp proofing		\$6,000.00
			(add 2% if Payment/Performance Bonds are required)	Total	\$147,500.00
			Trade Damages Repair on T&M at \$95.00 Per Hour		

Clarifications:

1. Based on 40 hours schedule, no overtime included

Addendums noted: n/a

Please call me if you have any questions regarding this proposal.

Gilles Bussieres

Gilles Bussieres
 Estimator-Project Manager
gilles@lmpaintingco.com
 602-576-2740



Hazen and Sawyer
1626 N. Litchfield Road, Suite 330
Goodyear, AZ 85395

January 17, 2025

Mr. Gabriel Gaytan
Project Manager
Kiewit Infrastructure West Co.
3888 East Broadway Road
Phoenix, AZ 85040

**Re: Tres Rios Water Reclamation Facility ANITA Mox Process Design Build
Proposal for Construction Administration and Inspection Services**

Dear Mr. Gaytan:

We are herewith enclosing our scope, fee, hourly rate table, and travel expense sheet for Pima County Regional Wastewater Reclamation Department's Tres Rios Water Reclamation Facility ANITA Mox Process Design Build. It is anticipated that this phase consists entirely of construction administration and inspection services encompassing the following general task items:

- Project Management
- Engineering Services During Construction
- Field Services During Construction
- Special Services

The fee for these services is not to exceed \$469,64.43.

Please do not hesitate to contact me if you have any questions. I can be reached by cell at 214-682-4996 or by email at AODEGARD@HAZENANDSAWYER.COM.

Very truly yours,

A handwritten signature in black ink that reads "A.M. Odegard-Begay". The signature is written in a cursive, flowing style.

Andrea Odegard-Begay, PE
Senior Associate

Scope of Services – Phase 2
Pima County Regional Wastewater Reclamation Department
Tres Rios Water Reclamation Facility ANITA Mox Process Design Build

INTRODUCTION

Pima County Regional Wastewater Reclamation Department (COUNTY) has selected the Kiewit (DESIGN BUILD CONTRACTOR) and Hazen and Sawyer (DESIGN BUILD ENGINEER) team for design and construction of a sidestream ANITA Mox treatment process at the Tres Rios Water Reclamation Facility (TRWRF) to improve the management of recycled nitrogen loads and allow the plant to meet more stringent ammonia limits in its discharge permit. Upon completion of design, DESIGN BUILD ENGINEER shall provide construction administration and inspection (CA&I) services for the duration of construction, as well as start-up and commissioning and post construction services. It is assumed that the duration of the DESIGN BUILD ENGINEER's CA&I services shall be 13 months from the date of Notice to Proceed (NTP).

The DESIGN BUILD ENGINEER acknowledges that the COUNTY has retained other consultants, engineering and otherwise, and that coordination between other consultants and the DESIGN BUILD ENGINEER may be necessary from time to time to ensure proper performance of these services. The DESIGN BUILD ENGINEER agrees to provide such coordination as necessary within the scope of services.

Construction contract documents (construction documents) are defined as the agreement, general conditions, supplemental conditions, drawings, standard details, specifications, addendum, and executed change orders prepared for construction of the Project.

SCOPE FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

DESIGN BUILD ENGINEER will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by DESIGN BUILD CONTRACTOR or the safety precautions and programs associated with the work of DESIGN BUILD CONTRACTOR.

DESIGN BUILD ENGINEER will make site visits appropriate for the size of Project and type of construction at periods appropriate to the various stages of construction to inspect, as an experienced and qualified professional, the progress and quality of the executed work of DESIGN BUILD CONTRACTOR and to determine if such work is proceeding in accordance with the Contract Documents.

DESIGN BUILD ENGINEER's efforts shall be directed toward providing a greater degree of confidence for COUNTY that the completed work of DESIGN BUILD CONTRACTOR will conform to the Contract Documents, but DESIGN BUILD ENGINEER will not be responsible for the failure of DESIGN BUILD CONTRACTOR to perform the work in accordance with the Contract Documents.

Task 1: Project Management

Task 1.1 – Project Management

DESIGN BUILD ENGINEER will monitor the status and progress of the project budget and schedule and prepare monthly invoice statements that will be accompanied by a progress report documenting activities and the status of the project.

Deliverables:

- Monthly invoice with progress report submitted electronically.

Task 1 Assumptions:

- Construction, inclusive of any procurement period, will commence within two months of design completion and the duration of construction activities is thirteen (13) months.

Task 2: Engineering Services During Construction

The DESIGN BUILD CONTRACTOR will maintain and provide detailed project records and documentation during the construction phase. The Project records shall include correspondence, schedules, submittals, test data, project data, payments, change orders, meeting minutes, clarifications, mark-ups of drawings and specifications, control system documentation and other such documentation. Project records shall be delivered to the COUNTY's representative upon completion of the construction contract.

Task 2.1 - Review Submittals, Shop Drawings, and Test Results

Upon receipt of preliminary schedule of Shop Drawing submissions, DESIGN BUILD ENGINEER will identify with COUNTY which, if any, the COUNTY intends to review. The DESIGN BUILD ENGINEER will receive, review, evaluate, and distribute (or take other appropriate action in respect of) shop drawings, samples, test results, and other data which DESIGN BUILD CONTRACTOR is required to submit. Reviews by COUNTY shall be in parallel to reviews by DESIGN BUILD ENGINEER. The DESIGN BUILD ENGINEER's review shall be for conformance with the design concept of the Project and compliance with the information given in the construction documents. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by DESIGN BUILDER CONTRACTOR, or to safety precautions and programs associated thereto. The DESIGN BUILD ENGINEER will receive and review (for general contents as required by the construction documents) maintenance and operating schedules and instructions, operation and maintenance manuals, guarantees, and certificates of inspection which are to be assembled by DESIGN BUILD CONTRACTOR in accordance with the construction documents.

The DESIGN BUILD CONTRACTOR will maintain a submittal log showing dates of submittal, dates of return and review action. Copies of the log shall be readily available through the project's online construction management portal. The DESIGN BUILD ENGINEER will promptly and in accordance with Project schedule requirements, review and approve, reject, or take other appropriate action on the DESIGN BUILD CONTRACTOR's request for substitutions. The DESIGN BUILD ENGINEER will not approve any proposed substitution unless such substitution

conforms to the Project design concept and the construction contract documents including the contract price.

Deliverables:

- Submittal review comments hosted on project's online construction management portal.

Task 2.2 - Issue Interpretations and Clarifications

The DESIGN BUILD ENGINEER will issue necessary interpretations and clarifications of the construction documents and act as initial interpreter of the requirements of the construction.

The DESIGN BUILD ENGINEER will respond to the COUNTY's representative and/or DESIGN BUILD CONTRACTOR to clarify and/or interpret technical or design related questions. The DESIGN BUILD ENGINEER will respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the construction documents.

Deliverables:

- Design clarification documents (plans and specification as appropriate) hosted on project's online construction management portal.
- RFI responses hosted on project's online construction management portal.

Task 2.3 - Record Drawings and Project Documents

The DESIGN BUILD ENGINEER will prepare a set of record drawings showing those changes made during construction. Record drawing information shall be based on marked-up prints, drawings, and other data furnished by DESIGN BUILD CONTRACTOR to DESIGN BUILD ENGINEER which DESIGN BUILD ENGINEER will review for accuracy and completeness.

Deliverables:

- Two (2) sets of electronic files representing record drawing information. One set of electronic files will be AutoCAD files and one set will be PDF files.

Task 2 Assumptions:

- DESIGN BUILD ENGINEER will review and respond up to a total of eighty (80) submittals inclusive of resubmittals.
 - DESIGN BUILD ENGINEER will review and respond to up to a total of five (5) Design Clarifications (DCs). Responses will consist of a concise written response and a sketch, if necessary. Detailed drawings, specifications, and/or additional permitting coordination, if necessary, would be negotiated separately.
 - DESIGN BUILD ENGINEER will review and respond up to a total of twenty (20) Request for Information (RFIs)
 - Submittals, design clarifications, RFIs, and responses will be in electronic format.
 - Record drawing information will be added electronically to existing AutoCAD files by the DESIGN BUILD ENGINEER as the record set. The record drawings shall be conformed to reflect shop drawing review, substitutions, clarifications and change order information. DESIGN BUILD CONTRACTOR shall be responsible for printing any hard copy documents requested by the COUNTY.
-

Task 3: Field Services During Construction

Task 3.1 - Meetings

DESIGN BUILD ENGINEER will attend a preconstruction conference and weekly construction progress meetings with COUNTY and DESIGN BUILD CONTRACTOR to answer/resolve design-related questions or issues that arise during the construction. In addition, DESIGN BUILD ENGINEER shall attend up to two (2) maintenance of plant operations (MOPO) planning meetings to coordinate with the COUNTY on efforts to maintain operations during critical construction activities.

Deliverables:

- Attendance at pre-Construction and progress meetings.

Task 3.2 - On-Site Inspection and Review of Work

Following notice from the DESIGN BUILD CONTRACTOR, the DESIGN BUILD ENGINEER will conduct an inspection to determine if the Project or the work associated with interim milestones is in accordance with the construction documents. DESIGN BUILD ENGINEER's construction observation inspector shall report to DESIGN BUILD ENGINEER whenever it is believed that any work is unsatisfactory, faulty or defective or does not conform to the construction documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise DESIGN BUILD ENGINEER when it is believed work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.

DESIGN BUILD ENGINEER will not be responsible for the acts or omissions of any DESIGN BUILD CONTRACTOR, or subcontractor, or any of the DESIGN BUILD CONTRACTOR's or subcontractor(s)' agents or employees or any other persons (except DESIGN BUILD ENGINEER's own employees and agents) at the site(s) or otherwise performing any of the DESIGN BUILD CONTRACTOR's work; however, nothing contained in Task 2, shall be construed to release DESIGN BUILD ENGINEER from liability for failure to properly perform duties in accordance with this scope of services and with the industry's accepted standard of care. The standard of care for DESIGN BUILD ENGINEER under this Contract will be the care and skill ordinarily used by members of the design and engineering profession performing similar services under similar conditions.

Deliverables:

- Inspection reports and photographs in electronic format

Task 3 Assumptions:

- Pre-construction meeting shall be held in-person at Tres Rios WRF, attended by key discipline staff, and shall be no longer than two (2) hours in duration.
 - Progress meetings will be held onsite weekly over the course of a thirteen-month construction period for a total of fifty-six (56) progress meetings, each no longer than one (1) hour in duration. DESIGN BUILD ENGINEER shall attend virtually.
-

- MOPO meetings shall be held in-person at Tres Rios WRF, attended by key discipline staff, and shall be no longer than two (2) hours in duration.
- DESIGN BUILD ENGINEER will provide construction observation inspector for up to five (5) standard eight-hour workdays. The DESIGN BUILD CONTRACTOR will notify the DESIGN BUILD ENGINEER's construction observation inspector at least 24 hours in advance to schedule inspections on specific days.

Task 4: Special Services

Task 4.1 - Warranty

The DESIGN BUILD ENGINEER will provide support services after completion of the construction phase such as providing assistance for resolution of process-related deficiencies to be corrected under warranty. One month prior to the end of the construction warranty period, DESIGN BUILD ENGINEER will conduct a site visit and document all warranty items and assist in the coordination of repairs/replacement of any defective work.

Deliverables:

- Process-related warranty list provided in electronics PDF format.

Task 4.2 - Training

The DESIGN BUILD ENGINEER will review DESIGN BUILD CONTRACTOR's and Manufacturer's training plans and instruction materials for compliance with construction documents. DESIGN BUILD CONTRACTOR or Manufacturer training presentations shall be scheduled and coordinated with COUNTY personnel and facility operation. DESIGN BUILD ENGINEER will provide instruction to COUNTY personnel on the Project objectives, design intent, and system operational procedures.

DESIGN BUILD ENGINEER will coordinate and monitor the DESIGN BUILD CONTRACTOR's and Manufacturer's training of COUNTY personnel, including:

- A) Discuss the preliminary course and lesson plan development with the DESIGN BUILD CONTRACTOR and the manufacturer. One meeting shall be held with COUNTY's operational staff and the DESIGN BUILD CONTRACTOR for this discussion.
 - B) Review and approve lesson plans and course materials.
 - C) Monitor training sessions;
 - 1) monitor attendance;
 - 2) evaluate course; and
 - 3) assist classroom discussions.
-

Task 4.3 – Start-up and Commissioning

The DESIGN BUILD ENGINEER will assist the COUNTY with start-up during commissioning of the facilities. Commissioning is defined as the process in which the newly constructed facility will be placed into routine operation. The commissioning process will include a planned, systematic approach to verify that facility systems operate as intended and there is an orderly transition from construction phase to routine operation.

Commissioning will begin no later than upon substantial completion of the facilities.

The DESIGN BUILD ENGINEER will review start-up plan and procedures developed by DESIGN BUILD CONTRACTOR. The start-up plan will include identification of key milestone activities necessary for orderly start-up of the facilities. The milestone activities will include coordination of chemical deliveries, completion of any construction activities required for substantial completion, coordination of required DESIGN BUILD CONTRACTOR maintenance activities, etc. The plan shall identify the time required for each commissioning phase.

The DESIGN BUILD ENGINEER will provide a startup engineer to support COUNTY staff and DESIGN BUILD CONTRACTOR with the commissioning of the facility.

Task 4.4 – Facility Operation and Maintenance Manual

The DESIGN BUILD ENGINEER will prepare a supplement to the existing Tres Rios WRF operation and maintenance (O&M) manual outlining the intent of design for the sidestream ANITA™ Mox system and integrating the manufacturers' requirements for equipment operation into the overall plant operations scheme. The O&M manual supplement will be written for use by COUNTY personnel, structured for ease in locating and providing quick access to information, and include the following components:

- Introduction: description of unit process; design criteria, and intent
- Operations Considerations: discussion of operation theory and process control and variables
- Facilities Description and Operation and Control of Facilities: discussion of the operation and purpose of facilities
- Electrical System and Control Systems: detailed description of the electrical and control systems for the ANITA™ Mox process
- Maintenance: nameplate data for each major piece of equipment, list of manufacturer's recommended spare parts, schedule of equipment, and manufacturers' preventative maintenance activities for each major process ANITA™ Mox equipment item as identified in the approved equipment operation and maintenance manuals
- Appendices: a glossary of treatment terms and abbreviations used pertinent to the ANITA™ Mox system

Task 4.5 – Arc Flash Analysis

DESIGN BUILD ENGINEER will perform an arc flash analysis associated with the newly installed electrical equipment for the ANITA Mox process, in accordance with IEEE Std. 1584-2018, NFPA 70E, and OSHA 29-CFR, Part 1910 Subpart S. The assessment shall use the incident energy analysis method. The COUNTY will supply DESIGN BUILD ENGINEER with the existing power system model and the DESIGN BUILD CONTRACTOR will provide overcurrent

protective device setting for the newly installed electrical equipment.

The arc flash analysis will include:

- A brief overview of what arc flash hazards are and how to avoid them.
- Definitions of key terms used in the report.
- Confirmation of all parameters and scenarios used in the report.
- Documentation of any assumptions made for the report.
- Recommendations to reduce the arc flash incident energies via protective device settings changes where incident energies are found to exceed 12 cal/cm^2 .
- Arc flash calculations table.

Deliverables:

- Arc Flash Analysis report provided in electronic PDF format.
- Arc Flash labels provided in electronic PDF format.

Task 4 Assumptions:

- Walk-through to document any warranty items prior to the end of the construction warranty inspection shall not exceed one (1) standard eight-hour workday.
 - Control system checkout shall not exceed sixteen (16) standard eight-hour workdays. Additional time will be warranted if the DESIGN BUILD CONTRACTOR has not completed all preparation when DESIGN BUILD ENGINEER staff are scheduled to be on sight (e.g., loop testing, I/O checkouts, instrument calibration).
 - Commissioning period shall not exceed:
 - Five standard eight-hour workdays for functional testing.
 - Five standard eight-hour workdays for clean water testing.
 - Five standard eight-hour workdays for intermittent on-site support during seeding/stabilization.
 - Following seeded media installation, DESIGN BUILD ENGINEER shall provide remote staff support for general monitoring and issue resolution for up to twelve (12) weeks with no more than three in-person visits to the site. Each in-person visit shall not exceed two (2) standard eight-hour workdays.
 - COUNTY staff will be available to actively assist during start-up procedures, including regular sampling as required by deammonification system supplier.
 - The review of manufacturer or supplier furnished operations and maintenance manuals will occur under Task 2.1.
 - The COUNTY will supply DESIGN BUILD ENGINEER with the existing power system model developed with SKM software.
 - DESIGN BUILD CONTRACTOR will provide overcurrent protective device setting for the newly installed electrical equipment.
 - Arc Flash labels will be provided in PDF format for the DESIGN BUILD CONTRACTOR to print and apply to the equipment.
-

OTHER DIRECT COSTS (ODCs)

Direct costs including travel to attend project-related meetings and workshops and to perform inspections.

EXTRA WORK

Extra Work will be as directed by the COUNTY in writing for an additional fee. The following items are not included under this agreement but will be considered as extra work:

1. Submittals or deliverables in addition to those listed herein.
 2. Preparation of hard copy deliverables.
 3. Workshops and site visits in addition to those listed herein.
 4. Construction administration services in addition to those listed herein.
 5. Inspection services in addition to those listed herein.
 6. Process sampling.
 7. Construction-related permits.
 8. Environmental services.
 9. Survey services.
 10. Subsurface utility investigation.
 11. Materials testing sampling and laboratory services.
 12. Materials testing quality assurance.
 13. Factory witness testing of equipment.
-

Pima County Regional Wastewater Reclamation Department Tres Rios Water Reclamation Facility ANITA Mox Process Design Build Engineering Services During Construction																				Fee Proposal Hazen 1/17/2025	
Task No.	Description	Courter Design Director	Latimer Lead Process Eng.	Odegard- Begay Design Mgr	Wankmuller Process Mechanical	Stowers Staff Eng.	Truscott Mechanical Eng. Sup.	Dressler Struct QA/QC	Shahsana Struct Eng	Butts I&C	Rose I&C Eng	Bradshaw Electrical	Neal Electrical Engineer	Dunham Electrical Engineer	Pederson Civil	Joynes Inspector	Shnayderman Mechanical Des	Robinson CAD	Turner Admin		
		VP	VP	SA	SA	PE	AE I	SA	SPE	A	AE II	A	PE	AE II	AE I	SFC	SPD	SD	Admin	Total	Total
		\$ 299.47	\$ 299.47	\$ 283.20	\$ 283.20	\$ 195.31	\$ 159.50	\$ 283.20	\$ 227.86	\$ 260.41	\$ 169.27	\$ 260.41	\$ 195.31	\$ 169.27	\$ 159.50	\$ 195.31	\$ 192.05	\$ 120.44	\$ 104.16		
Task 1 Project Management																					
Task 1.1	Project Management	13		34																47	\$ 13,521.91
Project Management Subtotal		13	0	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47	\$ 13,521.91
Task 2 Engineering Services During Construction																					
Task 2.1	Review Submittals, Shop Drawings, and Test Results (80)			20	20	60	120	8	60	8	60	8	80	80	8				40	572	\$ 107,055.36
Task 2.2	Issue Interpretations and Clarifications (5 DCs, 20 RFIs)		4	8	20	20		8	20	8	20	8	20	20					12	168	\$ 35,949.96
Task 2.3	Record Drawings and Project Documents			8		8			8	8		8			4		80	80		204	\$ 35,454.72
Engineering Services During Construction Subtotal		0	4	36	40	88	120	16	88	24	80	24	100	100	12	0	80	80	52	944	\$ 178,460.04
Task 3 Field Services During Construction																					
Task 3.1	Meetings			29	8	80			8	8		16				16				165	\$ 37,300.88
Task 3.2	On-Site Inspection and Review of the Work															40				40	\$ 7,812.40
Field Services During Construction Subtotal		0	0	29	8	80	0	0	8	8	0	16	0	0	0	56	0	0	0	205	\$ 45,113.28
Task 4 Special Services																					
Task 4.1	Warranty		4	16	8	16		8	8	8	8	8	8	8		16				116	\$ 26,770.44
Task 4.2	Training			4		80														84	\$ 16,757.60
Task 4.3	Start-up and Commissioning		24	48	104	24				128	16					192				536	\$ 128,461.44
Task 4.4	Operation and Maintenance Manuals			8	8	20	40			8	16	8	16	16						140	\$ 27,525.56
Task 4.5	Arc Flash Analysis										16	60								76	\$ 15,885.16
Special Services Subtotal		0	28	76	120	140	40	8	8	144	40	16	24	24	0	208	0	0	0	952	\$ 215,400.20
Other Direct Costs																					
Other Direct Costs																				0	\$ 17,148.00
Other Direct Costs Subtotal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 17,148.00
TOTAL		13	32	175	168	308	160	24	104	176	120	56	124	124	12	264	80	80	52	1,196	\$ 469,643.43

Tres Rios Water Reclamation Facility ANITA Mox Process Design Build

Hazen Hourly Rates Table

Category	A Hourly Base Wage Rate	B Overhead	C Profit	D Billable Rate
Vice President	\$92.00	\$185.29	\$22.18	\$299.47
Associate Vice President	\$89.00	\$179.25	\$21.46	\$289.71
Senior Associate	\$87.00	\$175.22	\$20.98	\$283.20
Associate	\$80.00	\$161.12	\$19.29	\$260.41
Senior Principal Engineer	\$70.00	\$140.98	\$16.88	\$227.86
Principal Engineer	\$60.00	\$120.84	\$14.47	\$195.31
Assistant Engineer II	\$52.00	\$104.73	\$12.54	\$169.27
Assistant Engineer I	\$49.00	\$98.69	\$11.81	\$159.50
Senior Principal CAD/BIM Designer	\$59.00	\$118.83	\$14.23	\$192.05
Principal CAD/BIM Designer	\$53.00	\$106.74	\$12.78	\$172.52
Senior CAD/BIM Designer	\$37.00	\$74.52	\$8.92	\$120.44
CAD/BIM Designer	\$32.00	\$64.45	\$7.72	\$104.16
Assistant CAD/BIM Designer	\$26.00	\$52.36	\$6.27	\$84.63
Administrative Assistant	\$32.00	\$64.45	\$7.72	\$104.16
Senior Field Coordinator	\$60.00	\$120.84	\$14.47	\$195.31

(B) Overhead Rate = OHR x (A)

OHR =

201.40%

(C) Profit = PR x (A + B)

PR =

8.00%

(D) Billing Rate = (A + B + C)

Hazen Travel Expenses Schedule

Mileage: per AZDOA rate - \$0.625/mile

Mileage from 1400 E. Southern Avenue, Tempe, AZ is 98 miles

Air Travel estimated at \$600 R/T, will be billed at cost

Lodging is estimated \$145 (Nov-Mar) and \$104 (Apr-Oct); max per diem is \$54/day and \$40.50 on travel days per AZDOA

Car rental estimated @ \$75/Day, unlimited mileage, fill gas

Task	Plane Trips (RT)	Car Trips (1-Way)	Total Miles	Total Hotel Nights	Max Hotel Rate	Max Per Diem Rate	Mileage	Air Travel	Lodging	Per Diem	Car Rental	Total	Notes
Pre-Construction Meeting	0	8	784	0	\$ 145.00	\$ 54.00	\$ 490.00	\$ -	\$ -	\$ 216.00	\$ -	\$ 706.00	
Progress Meetings / MOPO Meetings	0	16	1568	0	\$ 145.00	\$ 54.00	\$ 980.00	\$ -	\$ -	\$ 432.00	\$ -	\$ 1,412.00	Inspector travel already accounted for below; this is for add'l SME attendance.
Site Inspections	0	10	980	0	\$ 145.00	\$ 54.00	\$ 612.50	\$ -	\$ -	\$ 270.00	\$ -	\$ 882.50	
Substantial Completion Walkthrough	0	12	1176	0	\$ 145.00	\$ 54.00	\$ 735.00	\$ -	\$ -	\$ 324.00	\$ -	\$ 1,059.00	
Final Completion Walkthrough	0	12	1176	0	\$ 145.00	\$ 54.00	\$ 735.00	\$ -	\$ -	\$ 324.00	\$ -	\$ 1,059.00	
Warranty Walkthrough	0	6	588	0	\$ 145.00	\$ 54.00	\$ 367.50	\$ -	\$ -	\$ 162.00	\$ -	\$ 529.50	
Training	0	20	1960	0	\$ 145.00	\$ 54.00	\$ 1,225.00	\$ -	\$ -	\$ 540.00	\$ -	\$ 1,765.00	
Control System Checkout	0	32	3136	0	\$ 145.00	\$ 54.00	\$ 1,960.00	\$ -	\$ -	\$ 864.00	\$ -	\$ 2,824.00	
Functional Testing	0	12	1176	0	\$ 145.00	\$ 54.00	\$ 735.00	\$ -	\$ -	\$ 324.00	\$ -	\$ 1,059.00	
Clean Water Testing	0	12	1176	0	\$ 145.00	\$ 54.00	\$ 735.00	\$ -	\$ -	\$ 324.00	\$ -	\$ 1,059.00	
Seeding	0	12	1176	0	\$ 145.00	\$ 54.00	\$ 735.00	\$ -	\$ -	\$ 324.00	\$ -	\$ 1,059.00	
Start-up and Commissioning (visit during weeks 1-4)	1	4	392	2	\$ 145.00	\$ 54.00	\$ 245.00	\$ 600.00	\$ 290.00	\$ 256.50	\$ 75.00	\$ 1,466.50	1 person local travel 1 SME airfare, 2 night lodging in Tucson
Start-up and Commissioning (visit during weeks 5-8)	1	4	392	2	\$ 145.00	\$ 54.00	\$ 245.00	\$ 600.00	\$ 290.00	\$ 256.50	\$ 75.00	\$ 1,466.50	1 person local travel 1 SME airfare, 2 night lodging in Tucson
Start-up and Commissioning (visit during weeks 9-12)	1	4	392	2	\$ 104.00	\$ 54.00	\$ 245.00	\$ 600.00	\$ 208.00	\$ 256.50	\$ 75.00	\$ 1,384.50	1 person local travel 1 SME airfare, 2 night lodging in Tucson
Arc Flash	0	2	196	0	\$ 145.00	\$ 54.00	\$ 122.50	\$ -	\$ -	\$ -	\$ -	\$ 122.50	
Total							\$ 9,677.50	\$ 1,800.00	\$ 788.00	\$ 4,657.50	\$ 225.00	\$ 17,148.00	



Sidestream ANITAMOX Process (3ANOMX)

GMP Proposal:

Sidestream ANITAMOX Process (3ANOMX) GMP1 for ANITAMOX Reactor

APPENDIX A-6

Not Used

End of Appendix E - GMP-1

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

Bond No. 108180303

Kiewit Infrastructure West Co.

(hereinafter "Principal"), as Principal, and Travelers Casualty and Surety Company of America (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona (hereinafter "Obligee") in the amount of **\$15,844,030.02**, for the payment whereof, 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, ____ of _____, 2025 for: _____

**Design-Build Services: Sidestream ANITAMOX Process (3ANOMX)
Contract CT-WW-23-455**

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 THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the 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 of 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, the above obligation is void. Otherwise it remains in full force and effect.

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

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

Witness our hands this 31st day of January, 2025.

Kiewit Infrastructure West Co.
Principal

By: _____

Darron A. Rolfe, Senior Vice President

Travelers Casualty and Surety Company of America
Surety

By: _____

Philip G. Dehn, AZ Non-Resident Agent
& Attorney-in-Fact

TRAVELERS
Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Philip G. Dehn, Tammy Pike, Paul A. Foss, Marie Huggins, Traci Sutton, and Deanne Jones of Omaha, Nebraska**, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

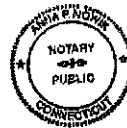
City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

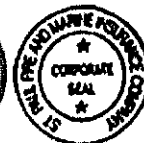
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 31st day of January, 2025



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

Bond No. 108180303

Kiewit Infrastructure West Co.

(hereinafter "Principal"), as Principal, and Travelers Casualty and Surety Company of America (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Connecticut, with its principal office in the City of Hartford, holding a certificate of authority to transact surety business in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County (hereinafter "Obligee") in the amount of **\$15,844,030.02**, for the payment whereof, 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, ___ of _____, 2025 for:

**Design-Build Services: Sidestream ANITAMOX Process (3ANOMX)
Contract CT-WW-23-455**

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 THE OBLIGATION IS SUCH, that if the Principal promptly pays all monies 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 full force and effect.

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

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

Witness our hands this 31st day of January, 20 25.

Kiewit Infrastructure West Co.

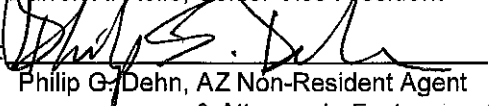
Principal

By: 

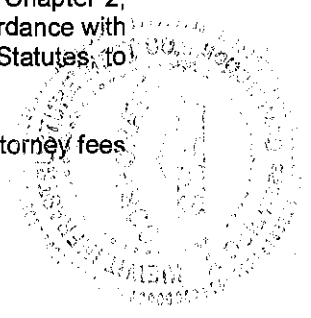
Darron A. Rolle, Senior Vice President

Travelers Casualty and Surety Company of America

Surety

By: 

Philip G. Dehn, AZ Non-Resident Agent
& Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Philip G. Dehn, Tammy Pike, Paul A. Foss, Marie Huggins, Traci Sutton, and Deanne Jones of Omaha, Nebraska**, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

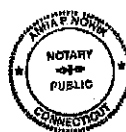
By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

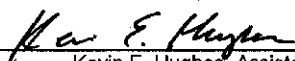
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 31st day of January, 2025




 Kevin E. Hughes, Assistant Secretary

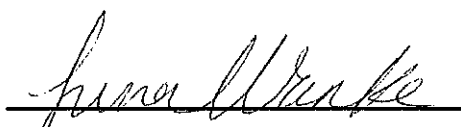
To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

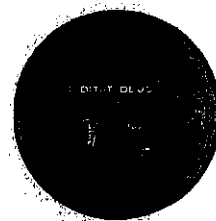
STATE OF ARIZONA

DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS

This is to certify, that this instrument is a true, full and correct copy of the original on file with the Department of Insurance and Financial Institutions of the State of Arizona and consists of 1 pages(s)

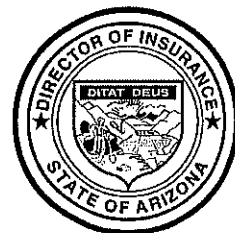
Here unto set my hand and the official seal of this Department for the Director of Insurance and Financial Institutions this 14 June , 2023.


Authorized Representative

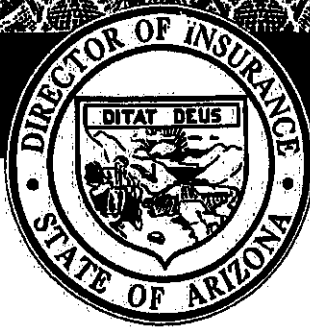


Certificate No.:

302044



STATE OF



ARIZONA

**DEPARTMENT OF INSURANCE
CERTIFICATE OF AUTHORITY**

I, **JOHN A. GREENE**, Director of Insurance of the State of Arizona, do hereby certify that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Domiciled in Connecticut
NAIC NO. 31194

is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the business of:

**CASUALTY WITH WORKERS' COMPENSATION
DISABILITY
MARINE AND TRANSPORTATION
PROPERTY
SURETY
VEHICLE**

insurance within the State of Arizona until terminated at the request of the insurer or suspended or revoked by the Director of Insurance.

Arizona Revised Statute § 20-217 (C) states:

A Certificate of Authority remains the property of the State of Arizona. Upon termination at the request of the insurer or revocation by the Director of Insurance, the insurer shall immediately deliver the Certificate of Authority to the Director of Insurance.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this Certificate is July 1, 1997.



John A. Greene
John A. Greene
Director of Insurance

E146 (01/97)

302044 000843

INCREASE RIDER

BOND NO. 108180303

Amount of Bond: \$15,844,030.02

Hereby increased to: \$16,000,000.00

PRINCIPAL: Kiewit Infrastructure West Co.

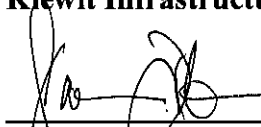
SURETY: Travelers Casualty and Surety Company of America

OBLIGEE: Pima County, Arizona

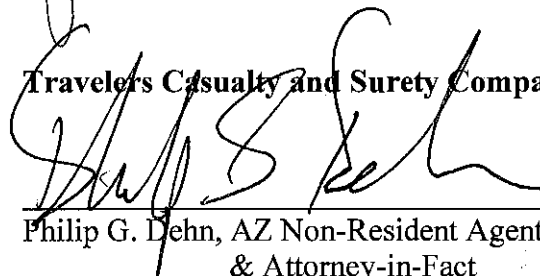
As of February 12, 2025, the amount of the above described bond is increased from the sum of \$15,844,030.02 to the sum of \$16,000,000.00 but the aggregate liability for any and all acts and defaults, whenever committed, shall in no event exceed the sum last named, it being the intent hereof to preclude cumulative liability.

Signed, sealed and dated: February 12, 2025

Kiewit Infrastructure West Co.


Darron A. Rolle, Senior Vice President

Travelers Casualty and Surety Company of America


Philip G. Dehn, AZ Non-Resident Agent
& Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

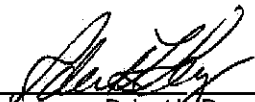
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Phillip G. Dehn, Tammy Pike, Paul A. Foss, Marie Huggins, Traci Sutton, and Deanne Jones of Omaha, Nebraska**, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12th day of February, 2025




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CERTIFICATE OF LIABILITY INSURANCE

AnitamoxPrecon

DATE (MM/DD/YYYY)

1/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Midwest Agencies, Inc. 1550 Mike Fahey Street Omaha, NE 68102	CONTACT NAME: Traci Sutton	
	PHONE (A/C, No, Ext): 402-271-2956 FAX (A/C, No): 402-271-2997	
INSURED Kiewit Infrastructure West Co. 3888 E. Broadway Rd. Phoenix AZ 85040-2924	E-MAIL ADDRESS: Traci.Sutton@MidwestAgenciesInc.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Old Republic Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 24147		

COVERAGES**CERTIFICATE NUMBER:** 83789847**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	MWZY 312911	3/1/2024	3/1/2025	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY	☒	☒	MWTB 312910	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	☒	MWC 312908 MWXS 312909 MWFX 312928-FL MWXS 316021-CA USL&H & Jones Act StopGap	3/1/2024 3/1/2024 3/1/2024 3/1/2024	3/1/2025 3/1/2025 3/1/2025 3/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE - EA EMPLOYEE \$5,000,000 E.L. DISEASE - POLICY LIMIT \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract No. CT-WW-23-455, Design-Build Services: Sidestream Anitamox Process (3ANOMX). Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees are named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Design-Builder with respect to general liability and auto liability as required by written contract. Coverage is primary and non-contributory. A waiver of subrogation included.

CERTIFICATE HOLDER**CANCELLATION**

Pima County
Procurement Department
Design and Construction Division
150 W. Congress, 5th floor
Tucson AZ 85701-1207

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Philip G. Dehn

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SCHEDULE OF OTHER POLICIES

DATE ISSUED
1/31/2025

NAMED INSURED: Kiewit Infrastructure West Co. 3888 E. Broadway Rd. Phoenix AZ 85040-2924	CERTIFICATE HOLDER: Pima County Procurement Department Design and Construction Division 150 W. Congress, 5th floor Tucson AZ 85701-1207
--	---

Type of Insurance	Insurer - NAIC No.	AI	SW	Policy Number	Eff / Exp	Limits
Contractor's Professional Liability 2024-2025	Old Republic Insurance Co. - 24147			MWZZ 312912	3/1/2024 3/1/2025	\$5,000,000 per claim / \$5,000,000 aggregate

POLICY NUMBER: MWTB 312910

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Peter Kiewit Sons', Inc.

Endorsement Effective Date: 03/01/24

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE IN COVERAGE TO SCHEDULED PERSON(S) OR ORGANIZATION(S)

SCHEDULE

Person(s) or Organization(s):

All Certificate Holders where Notice of Cancellation is required by written contract with the Named Insured

Address:

Reasons:

Number of Days Notice

Nonpayment Of Premium: 10 Days

Cancellation For Any Other Reason: 90 Days

Nonrenewal (When We Do Not Renew): 90 Days

Material Change In Coverage: 90 Days

For any reasons described in the above Schedule for which the Number of Days Notice is completed, we agree to mail advance written notice of not less than the Number of Days shown in the above Schedule to the Person(s) or Organization(s) at the Address shown in the above Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization whom you are required in a written contract or written agreement to add as an additional insured on this policy and for whom no other endorsement on this policy provides additional insured status.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with

such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: MWZY 312911

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization whom you are required in a written contract or written agreement to add as an additional insured on this policy and for whom no other endorsement on this policy provides additional insured status.

Location And Description of Completed Operations:

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE IN COVERAGE TO SCHEDULED PERSON(S) OR ORGANIZATION(S)

SCHEDULE

Person(s) or Organization(s):

All Certificate Holders where Notice of Cancellation is required by written contract with the Named Insured

Address:

Reasons:

Number of Days Notice

Nonpayment Of Premium: 10 Days

Cancellation For Any Other Reason: 90 Days

Nonrenewal (When We Do Not Renew): 90 Days

Material Change In Coverage: 90 Days

For any reasons described in the above Schedule for which the Number of Days Notice is completed, we agree to mail advance written notice of not less than the Number of Days shown in the above Schedule to the Person(s) or Organization(s) at the Address shown in the above Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

DESIGNATED ENTITY - NOTICE OF CANCELATION PROVIDED BY US ENDORSEMENT

SCHEDULE

Number of Days Notice of Cancellation: 90

Person or Organization:

ALL CERTIFICATE HOLDERS WHERE NOTICE OF CANCELLATION IS
REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED

Address:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT

DATE OF ISSUE:

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(Ed. 4-84)

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