1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

July 30, 2015

Interested Parties,

KE&G Construction, Inc. is soliciting quotations as the Construction Manager At Risk under the contract from Pima County for the construction of the RWRD project 22nd Street Sewer Augmentation Project No. 322AS5. This contract is for the installation of approximately 5,492 linear feet of new 12 inch PVC sewer and necessary appurtenances. The estimated start date for construction is October 01, 2015 and shall be completed no later than November 25, 2015. Please note in your bid package the project schedule as it applies to your specific bid package. Included as part of the work necessary for construction are the following scopes of work:

- 30 inch Jack & Bore
- New Manhole Installation
- Asphalt Saw Cutting
- Concrete Curbing / Sidewalk Replacement
- Pavement Trench Patching
- Trucking / Hauling
- Bypass Pumping

Bids are due on **Friday, August 7th at 3:00 PM.** Please note that late bids **will not** be accepted. Bids will be accepted via mail, fax, or email. Send questions via email to Brian Janski at bjanski@kegtus.com.

Please submit bids to:

KE&G Construction, Inc.
5100 S Alvernon Way
Tucson, AZ 85706
Fax: 520-748-8975
bvaldez@kegtus.com

Attached you will find the project plans, bid sheet (if applicable), project plan overview, construction schedule, and draft subcontract agreement. Please note the subcontract requirements which will need to be met without exception.

KE&G Construction, Inc.

Barbara Valdez

Barbara Valdez
Office Engineer

EXIBIT "A" - CONTRACTOR BID SHEET

BID SCHEDULE

BID OF: _____

_____

_____

_____

(CONTRACTOR'S NAME AND ADDRESS)

22nd Street Sewer Augmentation

The bidder has carefully examined the form of the Contract, Special Provisions, Pima County/City of Tucson Standard Specifications and Details, Construction Drawings, Technical Specifications, and will provide all necessary staffing, equipment, tools, apparatus, and other means of construction and complete all the work called for by said Documents in the manner prescribed therein, **COMPLETE, IN PLACE, AS FOLLOWS:**

ITEM NO.	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
5.00	60 LF	30" Jack & Bore	$ _____	$ _____
5.01	1 LS	Mobilization	$ _____	$ _____
5.02	9.2 CY	Annular Space Fill	$ _____	$ _____
5.03	60 LF	Install Carrier Pipe – Including Redwood Skids	$ _____	$ _____
5.04	1 LS	Casing Spacers in Lieu of Redwood Skids (Add/Deduct)	$ _____	$ _____
			TOTAL BASE BID	$ _____

BID SCHEDULE CONTINUED

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to acknowledge Receipt of any Material Addendum may result in rejection of the bid.

ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE	ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE

BIDS MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE

Bidder hereby certifies that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

By submitting this bid, Bidder certifies that it possesses the appropriate license required by the Arizona Registrar of Contractors for the work herein.

Signature of Bidder: _____

Printed Name: _____ Date: _____

5.00 – 30" Jack & Bore

DESCRIPTION:

All boring and jacking activities will be in conformance with section 3.2.3(F) of the Pima County Regional Wastewater Reclamation Department Standard Specifications and Details for Construction 2012 edition.

PROJECT INFORMATION AND PHASING:

This project will be linear in nature. The boring and jacking will take place at the intersection of S Alvernon Way and 22nd St. Technical investigation is included and shall be acknowledged by subcontractor. Subcontractor will provide and install 30" steel casing and related appurtenances including carrier pipe spacers and annular space fill. Casing will be installed at specified grade per project plans. Boring and jacking activities are anticipated to be performed at night between the hours of 7:00 PM to 5:00 AM. Subcontractor is required to work within the contractors existing traffic control which will provide a minimum of two travel lanes in each direction at all arterial streets between the hours of 6:00 PM and 6:00 AM.

JACK & BORE MATERIALS AND TESTING:

All work related to the jack & bore on this project shall be in strict compliance with section 3.2.3(F) of the Pima County Regional Wastewater Reclamation Department Standard Specifications and Details for Construction 2012 edition.

METHOD OF MEASUREMENT

Jack & Bore will be measured by the linear foot (LF) of casing installed as noted in the bidding schedule.

BASIS OF PAYMENT

The accepted quantity of casing, measured as provided above, will be paid for under the appropriate bid items at the contract unit price complete-in-place.

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(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

Date

Name
Company
Address
City, ST Zip

Re: Job Name Job #

Dear ,

We are enclosing **Subcontract Agreement No. -S** for the work in connection with the above referenced project. Please execute the two copies of this Subcontract Agreement and return them to our office via regular mail or please print out one copy, execute, scan and return via email to:

KE&G Construction, Inc.
Attn:
5100 S. Alvernon Way
Tucson, AZ 85706

A fully executed copy will be returned for your files.

The Certificates of Insurance required in the attached subcontract must accompany the signed Subcontract Agreement and must indicate that they are in force, prior to the start of any work by your forces on this project. Please reference "Any and All Projects" on your insurance certificate, or reference the job number above on all certificates. If your company maintains an "Any and All Projects" certificate, a (project specific) certificate is not required.

No work is to begin on this project until the fully executed Subcontract Agreement, properly completed insurance certificates, and properly executed bonds (if required) are received by KE&G's Tucson office, as noted above.

Do not make any modifications to this Subcontract Agreement. Please notify me to discuss and coordinate any contract changes. Changes to this Subcontract Agreement will not be valid unless modified by written amendment.

For billing purposes, when invoices are submitted for partial payments under Section 5 of this Subcontract, please state on each invoice for each item of work, the current amount billed, as well as the total amount billed to date. In addition, please note **Job No.** on all invoices.

If you have any questions, please do not hesitate to call.

Regards,

KE&G Construction, Inc.

KE&G Project Coordinator Name
Job Title

cc: File .3.20

SUBCONTRACT AGREEMENT

KE&G Construction, Inc.
5100 South Alvernon Way
Tucson, Arizona 85706 Office:
(520) 748-0188 Fax: (520)
748-8975

SUBCONTRACTOR: ____
ADDRESS: ____
____
PROJECT TITLE: ____

SUBCONTRACT NUMBER: ____-S__
KE&G JOB NUMBER: ____
PRIME CONTRACT NO.: ____

THIS AGREEMENT (the "Agreement") is entered into this 06 day of September, 2013, by and between ___ (the "Subcontractor"), and **KE&G CONSTRUCTION, INC.** (the "Contractor"), **WITNESSETH:**

SECTION 1. THE PROJECT: Contractor has been hired by _____ (the "Owner") to construct ___ (the "Project") in accordance with the terms and provisions of the Prime Contract No. ____ between the Owner and the Contractor, dated _____ (the "Prime Contract"), including all the general and special conditions, provisions, drawings, specifications, addenda numbers _____, and all other documents and revisions to date, as prepared by _____, forming or by reference made a part of the Prime Contract between the Contractor and Owner, and with particular reference to the below-listed technical and/or other sections or parts of the contract documents, all of which shall be considered part of this subcontract by reference thereto and they are as fully a part of this subcontract agreement as if hereto attached or the terms herein repeated, and the Subcontractor agrees to bind and obligate himself, in the performance of this subcontract, to the Contractor by the same terms, conditions, undertakings, and obligations that the Contractor is bound and obligated to the Owner by the Prime Contract insofar as the terms thereof shall not be in conflict with the terms hereof. Copies of said Prime Contract are on file in the office of the Contractor for Subcontractor's review, although Contractor may redact pricing information and other provisions from the Prime Contract as it deems reasonably necessary.

SECTION 2. SCOPE OF WORK: The Subcontractor agrees to furnish all labor, materials, tools, equipment, supplies, and supervision necessary or incidental to complete Work on the Project as follows:

Together with all authorized changes, this description as clarified by Project plans and specifications constitutes Subcontractor's "Work." When the Subcontractor does not install all material furnished under the subcontract, such material as is not installed is to be delivered F.O.B to the jobsite. The Parties each agree to proceed with the Project and the Work in good faith and in fair dealing. Each Party agrees to promote cooperation between the Parties and all other parties performing Work on the Project.

SECTION 3. SUBMITTALS: ___ copies of complete detailed shop drawings, lists and brochures for architect and/or engineer approval shall be submitted through Contractor office within ____ days of the date of this Agreement, as well as required material samples and color selections. ALL DRAWINGS REQUIRED OF THE SUBCONTRACTOR MUST BE SUBMITTED FOR APPROVAL OF THE ARCHITECT/ENGINEER THROUGH THE CONTRACTOR'S OFFICE.

SECTION 4. TIME OF PERFORMANCE: Time is of the essence in Subcontractor's performance of the Work. The Subcontractor shall furnish materials and prosecute the Work at the times herein provided for and otherwise in a prompt, diligent and expeditious manner and so as to promote the general progress of the entire construction and shall not, by delay or otherwise, interfere with or hinder the work of the Contractor or any other subcontractor. The Subcontractor agrees to keep itself informed as to the progress of the Project and to faithfully prosecute his Work, and several parts thereof, at such times and in such order as the Contractor considers necessary to keep the same sufficiently in advance of the other parts of the Project and to avoid any delay in the completion of the construction as a whole. The scheduled TIME OF PERFORMANCE OF THE WORK FORMING A PART OF THIS SUBCONTRACT IS IN ACCORDANCE WITH CONTRACTOR'S SCHEDULE IN ATTACHMENT "B".

SECTION 5. PAYMENTS: The Contractor agrees to pay the Subcontractor for material furnished and/or Work to be performed herein and performance of the subcontract as otherwise provided for herein the sum of _____ dollars, $_____ , subject to additions and deductions for changes as may be agreed upon, or determined, as provided herein and subject to adjustments from quantity of Work performed at unit prices set forth under section 2 above. The aforementioned sum includes all taxes of any nature whatsoever that may be assessed against or incurred by the Subcontractor in performance of its Work. Partial payments less a retained percentage of ___% will be made to the Subcontractor, provided the Subcontractor has submitted its payment request to the Contractor's office on or before the ____ day of each month, at the unit price set forth in Section 2 for Work and material incorporated into the construction and/or materials delivered to the site of the Work as estimated by the Owner's architect/engineer, less the aggregate of previous payments, providing payment for such Work and material has been approved by the Owner and payment has been received from the Owner by the Contractor, and upon complete performance of this subcontract and approval and acceptance of the Subcontractor's Work and material by the architect/engineer, the Contractor shall make final payment to the Subcontractor of the balance due to him within ___ days after Contractor receives final payment from Owner. No payment on account shall be considered as an approval and/or acceptance of Work done or materials furnished, or any part thereof. The Subcontractor agrees the monies shall not be diverted to satisfy obligation of the Subcontractor on other contracts and the Subcontractor agrees to furnish proof of same upon written request of the Contractor. Contractor may issue joint checks payable to Subcontractor and its subcontractors and/or suppliers.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT by their proper officers duly authorized herein.

CONTRACTOR: **KE&G CONSTRUCTION, INC.**

Signature Date

Print Name Title

AZ Contractors License Numbers: ROC 227962; ROC 227963

SUBCONTRACTOR:

Signature Date

Print Name Title

AZ License # SS#/FEIN

SECTION 6. DELAY DAMAGES: The Prime Contract contains a liquidated damages clause in the amount of _____. Should the Subcontractor default in the proper performance of its Work, thereby resulting in delay, then Subcontractor shall be liable to Contractor for any and all loss and damages, including but not limited to liquidated damages assessed against the Contractor, extended general conditions, and Contractor's lost or foregone overhead and profit.

SECTION 7. SCHEDULES: Subcontractor shall perform its Work in accord with the Project schedule to be prepared by Contractor, which schedule shall be attached to this Agreement as Exhibit A upon its preparation. Subcontractor agrees to fully cooperate with the Contractor in maintaining and complying with Contractor's Project schedule. Upon request by the Contractor, the Subcontractor shall furnish the Contractor in writing appropriate information concerning its progress on the Work, including a progress schedule. Subcontractor's information and schedule will show in detail if required in Contractor's sole discretion the procurement, shop drawing, fabrication, delivery and installation activities of all the major components of Work. Subcontractor agrees to meet and keep this schedule and to apprise the Contractor monthly of its schedule progress, which term is a material condition of this Agreement. Subcontractor will adjust its performance schedule and pay all costs necessary to meet the Project schedule.

SECTION 8. EXTENSION OF TIME: No allowance of an extension of time, for any cause whatsoever, shall be claimed by the Subcontractor or be made to him, unless the Contractor and Subcontractor have agreed in writing upon the allowance of additional time to be made, the agreement for which must arise out of Subcontractor's written request for such extension made within forty eight hours after the cause of such extension occurred. No allowance of an extension of time shall, in any event be made to the Subcontractor, for delay by the Subcontractor in preparing submittals, or in securing approval of the architect or engineer thereto, when such submittals are not properly prepared, or when the Subcontractor, by the exercise of reasonable diligence and judgment, could have anticipated and avoided the delay.

SECTION 9. CLEANUP: Subcontractor will at all times maintain the site, all staging areas, and all surrounding sites free of debris and waste caused by its operations performed pursuant to this Agreement. Subcontractor shall not be held responsible for such site conditions caused by others, but Contractor may assess Subcontractor and offset any costs it incurs for removal of waste caused by Subcontractor's operations.

SECTION 10. WITHHOLDING OF FUNDS: The Contractor may deduct from any amounts otherwise due or to become due to the Subcontractor any sum or sums owing by the Subcontractor to the Contractor whether from a previously-approved pay application or all or a portion of a rejected pay application in an amount the Contractor determines to be sufficient to protect Contractor from loss or damage for which the Contractor may be liable. Contractor may reduce any payment to Subcontractor to offset or recoup any liability Subcontractor has to Contractor under this Agreement, including damage or loss Contractor incurs due to Subcontractor's failure to perform the Work in accord with all terms and conditions of this Agreement. Contractor is not liable for interest or other penalty for any amount withheld from a progress or final payment under this paragraph.

SECTION 11. CHANGES: The Owner or the Contractor may request changes in or to the timing or sequence of Subcontractor's Work, which changes may impact the pricing or time requirements of this Agreement. All changes in the Subcontractor's Work that affect the Subcontract value or time shall be formalized in a Change Order. In the absence of an agreement on the terms of Subcontractor's performance of the change, the Contractor may issue a written order directing Subcontractor to make changes in materials to be furnished or Work to be performed under this Agreement or additions thereto or omissions therefrom so long as the directed changes generally are of the type or character already within Subcontractor's Work. Upon receipt of any such directive, the Subcontractor shall not stop or suspend its performance but shall diligently perform the Work as changed regardless of whether the Contractor and Subcontractor are able to agree whether or to the extent the changes have any effect on the price or time requirements of this Agreement. Subcontractor must submit its costs for changes not reflected in a formal Change Order beginning with its next regularly-scheduled pay application. If there is a dispute as to the cost of the change, the Contractor shall pay Subcontractor 50% of its estimated cost to perform the change as it becomes due pursuant to Section 5, with each party reserving its right as to all amounts in dispute. Subcontractor expressly acknowledges that the Contractor may be damaged for Subcontractor's failure to timely perform changes to the Work as directed, including disputed changes.

SECTION 12. EARLY TERMINATION OF WORK: In the event the Owner by any reason suspends or terminates the construction of the Project or any portion thereof, the Subcontractor shall be entitled to payment for the Work done up to the time of such suspension or cancellation.

SECTION 13. FAILURE TO PERFORM: In the event the Subcontractor fails to comply with the provisions herein for any reason as to the character of the Work and time of performance, refuses to proceed with the Work as directed by the Contractor, or fails to perform said Work in accordance with Project plans and specifications, in whole or in part, or fails to perform any term, covenant or condition contained in this Agreement, then the Contractor may, at the Contractor's option and upon twenty-four (24) hours written notice and without prejudice to any other right or remedy, take any steps the Contractor deems expedient to finish the Work and pay any claims. If the unpaid balance of the Agreement exceeds the expense of finishing the Work or if Contractor experiences damages for the delayed completion of Subcontractor's Work, then Subcontractor shall pay all damages for delay Contractor assesses or other damages and expenses Contractor incurs, including any reasonable overhead and profit Contractor assesses. Contractor, by entering into this Agreement, does not waive any tort remedies, including those solely involving economic loss, it may have against Subcontractor, whether arising out of or related to Subcontractor's scope of work or otherwise. Contractor expressly preserves any tort claims, remedies, and damages it may have against Subcontractor, whether arising out of related to Subcontractor's scope of work or otherwise.

SECTION 14. INSURANCE: THE SUBCONTRATOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES DURING THE PERFORMANCE OF THIS SUBCONTRACT THE FOLLOWING:

1) *Carrier* (insurance company) shall **be rated A-VII or better** by A.M. Best AND authorized to do business in the State of Arizona.
2) All policies shall be an **occurrence basis form**. "Claims made" policies are NOT acceptable.
3) Certificate **may cover multiple jobs if it states "All Operations"** and conforms to all applicable requirements listed herein.
4) Waivers of subrogation – Subcontractor will waive any subrogation rights it may have falling within the following categories of possible Project liability or insurance: worker's compensation, general liability, automobile liability, Contractor's equipment and any builder's risk/installation floater.
5) Auto liability covering owned, hired, and non-owned vehicles. Auto policy shall include KE & G Construction, Inc., the owner(s) of the project, their officers, directors, agents, members, employees and others as required by contract as Additional Insureds.
6) If Subcontractor's insurance is considered inadequate, it shall pay any additional premium required by its carrier to obtain the minimum coverage required under this Agreement.
7) Umbrella Liability Insurance: KE&G Construction, Inc., the Owner, their respective directors, officers, employees, members, agents and others are also additional insureds.

ALL CERTIFICATES SHALL INCLUDE:

1) Separate endorsement (attached to Insurance Certificate) for liability insurance only:
   - **Additional Insured**. To the fullest extent permitted by law, General Liability and Excess Liability shall include Contractor, the Owner(s) of the project, their officers, directors, agents, members, employees and others as required by contract as Additional Insured(s) providing "Your Work" coverage (including both On-Going and Completed Operations coverage) arising out of work perfomed for the Contractor by the Subcontractor. Additional Insured status for the Contractor, the Owner(s) of the project, their officers, directors, agents, members, employees and others as required by contract shall extend from the date of commencement of the work under the project until the expiration of the period established in the applicable state's statute of repose.
   - **Aggregate Limits of Insurance (per Project)**. Each work order under a master contract is considered a separate project.
   - **Primary Insurance.** The Subcontractor's policy shall contain an endorsement making its policy primary and coverage maintained by KE&G Construction, Inc., the Owner and others as required by contract excess and non-contributing, either via language added to the additional insured endorsement or by a separate endorsement.
   - No limiting endorsements permitted for a required coverage.

The acceptance of an incorrect certificate by KE&G or its failure to obtain any certificate from Subcontractor does NOT waive the Subcontractor's obligations to comply with all insurance requirements of this Agreement.

MINIMUM POLICY LIMITS: (Does not limit your liability or obligation to indemnify, hold harmless and defend KE&G Construction, Inc., the Owner or others as required under the contract documents.) If you have or obtain insurance coverage in amounts in excess of those listed below, such additional insurance coverage shall also apply to the benefit of the indemnities/additional insured.

SUBCONTRACTOR'S INITIALS _____

DATE _____

1. Commercial General Liability Insurance:
   - $2,000,000 General aggregate (applicable to each Project)
   - $2,000,000 Products-completed operations aggregate
   - $1,000,000 Personal injury liability
   - $1,000,000 Each occurrence
2. Business Automobile Liability Insurance:
   - $1,000,000 Each occurrence
3. Worker's Compensation And Employer's Liability Insurance:
   - (Including U.S. Long Shoreman and Harbor Worker's Act/Jones Act where applicable)
   - $1,000,000 Each accident (bodily injury by accident)
   - $1,000,000 Disease – Policy Limit (Bodily Injury by Disease)
   - $1,000,000 Disease – Each Employee (Bodily Injury by Disease)
4. Umbrella Liability:
   - $1,000,000 Each occurrence
   - $1,000,000 Annual Aggregate

No insurer may cancel any policy in place as of the date this Agreement is executed without 30 days advance notice to Contractor.

SECTION 15. INDEMNITY AND OTHER REQUIREMENTS: To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Contractor, the Owner, and each of their respective agents and employees (the "Indemnitees") from and against all claims for bodily injury and property damage that may arise from the performance of the Subcontract Work, including reasonable attorney's fees, costs, and expenses arising from the performance of the Work, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Subcontractor, Subcontractor's subcontractors or suppliers, or any other person or entity employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

The only exception to the Subcontractor's duties under this paragraph will be to the extent a particular claim is the result of the sole negligence of an Indemnitee, and in that event, the Subcontractor will not be obligated to indemnify the Indemnitee. The Subcontractor's duty to defend will be a separate and distinct obligation from the duty to indemnify the Indemnitees and is enforceable regardless of fault or negligence. The obligations stated under this paragraph shall survive all terminations of this Agreement.

In any and all claims against the Indemnitees by any employee or the Subcontractor, anyone directly or indirectly employed by the Subcontractor, or anyone whose acts the Subcontractor otherwise may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

SECTION 16. INDEPENDENT CONTRACTOR: The status of the Subcontractor shall be that of an independent contractor. Neither Subcontractor, Subcontractor's officers agents or employees, nor any other party hired to perform any portion of the Work shall be considered an employee of Contractor or be entitled to receive any employment-related benefits from Contractor or its benefit providers. Subcontractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Agreement and shall indemnify and hold Contractor harmless from any and all liability which Contractor may incur because of Subcontractor's failure to pay such taxes. Subcontractor shall be solely responsible for program development and operation. Subcontractor will be fully responsible for all acts and omissions of any subcontractor, supplier, any person directly or indirectly employed to perform any portion of the Work, and any perform for whose acts or omissions any of them may be liable to the same extent that Subcontractor is responsible for the acts and omissions of persons directly employed by it.

SECTION 17. PROJECT RECORDS: Subcontractor will maintain detailed records of all its Work for a minimum of six years following final completion of all Project Work. If the Project constitutes residential work, Subcontractor will maintain these records for a minimum of nine years. Subcontractor will allow Contractor prompt access to all Project records.

SECTION 18. THIRD PARTY BENEFICIARY: Subcontractor may only execute contracts with third parties to perform portions of the Work if its subcontractors and suppliers are bound by the terms of this Agreement. Subcontractor shall ensure that Contractor is a third-party beneficiary of any contract executed between Subcontractor and any such third-party, but this Agreement is not intended to confer any rights or remedies of any nature upon any person other than the parties. Contractor expressly reserves its ability to bring a civil action and to obtain relief against any third-party performing work for Subcontractor.

SECTION 19. ASSIGNMENTS: The Subcontractor shall not assign or sublet this Agreement or any part thereof without written consent of the Contractor.

SECTION 20. ASSIGNMENT OF FUNDS: The Subcontractor shall not assign, or attempt to assign, in any manner, at any time, funds accrued or to accrue under this subcontract, without written consent of the Contractor. And no such assignment shall be binding on the Contractor unless and until accepted in writing by the Contractor.

SECTION 21. RULINGS: It is agreed that the Subcontractor shall be bound by the rulings and decisions of the Owner to the same extent and degree that the Contractor is bound by said rulings and decisions insofar as they may pertain to the Work included within this Subcontract Agreement.

SECTION 22. BOND: If so stated under Section 2 above, the Subcontractor further agrees to provide the Contractor with payment and performance bonds that satisfy all requirements of Arizona Revised Statutes, Title 34, as if Subcontractor were performing the Work directly for a public entity. All bonds shall be provided to Contractor within ten (10) days from date of this subcontract

SECTION 23. SCHEDULE OF VALUES: If Section 22 above is waived, the Subcontractor agrees to furnish the Contractor with a complete schedule of values, including a list of any parties it will contract with to perform any portion of the Work and suppliers of all material therefor Subcontractor intends to use during the performance of the Project, along with approximate respective dollar amounts. Subcontractor agrees to keep this list current at all times by advising Contractor immediately of any changes. Subcontractor shall provide Contractor with lien waivers from all its subcontractors and suppliers prior to the Subcontractor receiving each payment from Contractor; Subcontractor authorizes Contractor to contact Subcontractor's suppliers and subcontractors to obtain and verify account information pertaining to this Project.

SECTION 24. EQUAL EMPLOYMENT OPPORTUNITY: The Subcontractor will comply with all provisions of Paragraphs 1 though 6 of Section 301, of Executive Order No. 10925 of 6 March 1961, as amended by Executive Order No. 11114 of 22 June 1963. In conformance with Executive Order 11246 and as a performance standard and condition of contract compliance, the Subcontractor agrees to adopt, adhere to, and otherwise abide by and enforce an Equal Employment Opportunity and Anti-discrimination (EEO) Policy with respect to the recruitment, selection, employment and performance standards involving the Subcontractor's work force. The Subcontractor shall provide a copy of their policy statement and otherwise provide records to prove, and/or demonstrate, compliance with an EEO Policy as reasonably requested, as conditions of bid acceptance, contract performance and work completion. In the event the Subcontractor does not demonstrate, at the time of either bid submission or contract award, their own EEO Policy as described in the above and foregoing standard, then the Subcontractor agrees to modify in name and accept, adopt and implement as their own, the EEO Policy of KE&G, a copy of which is attached (See Attachment A) and incorporated into and made part of this contract as a requirement, by reference herein.

SECTION 25. RESPONSIBILITY FOR WORK: Subcontractor shall be responsible for all Work required of it under this Agreement, property and/or materials until completion and final acceptance of the Project by the Owner, and Subcontractor shall bear the risk of any loss or damage until such acceptance. In the event of loss or damage, Subcontractor shall proceed promptly to make repairs, or replacement of the damaged Work, property and/or materials at its own expense, as directed by the Contractor. Subcontractor waives all rights it might have against Owner and Contractor for loss or damage to Subcontractor's Work, property, or materials.

SUBCONTRACTOR'S INITIALS _____

DATE _____

SECTION 26. OPERATING INSTRUCTION AND WORK GUARANTEE: The Subcontractor shall furnish all operating instructions, parts lists, and manuals pertinent to requirements of the Prime Contract and shall guarantee all Work performed herein against defective material and/or workmanship for a period of one year from date of acceptance by the Owner of the completed contract, unless a longer period of guarantee is called for in writing or at law.

SECTION 27. HOISTING: Subcontractor shall not use Contractor's hoisting facilities without Contractor's written authority. Hoisting where requested and provided shall be maintained only on a scheduled basis at Contractor's sole convenience and Subcontractor's cost.

SECTION 28. SAFETY: Subcontractor shall maintain its own safety program in a manner and substance sufficient to protect Contractor and Owner from all claims arising out of Subcontractor's Work. Subcontractor shall be responsible for all safety requirements within the scope of its Work unless otherwise agreed to in writing between the parties. In performing any Work under this Agreement in or on the areas which are under the direct control of the Owner and or the Contractor, the Subcontractor shall; (a) conform to all safety regulations and requirements prescribed by the federal, county, city, and any other agency or the Contractor having cognizance of the Work being performed: (b) take such additional precautions as the Contractor and/or Owner may reasonably require for safety and accident prevention purposes. The Subcontractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Subcontractor's, Contractor's, and Owner's personnel performing or in any way in contact with the performance of this subcontract. Any violation of such rules and requirements, unless promptly corrected as directed by the Contractor and/or Owner shall be grounds for termination of this Agreement. Subcontractor's general indemnification obligations under this Agreement require Subcontractor to indemnify, defend, and hold harmless Contractor and Owner from all applicable safety requirements or violations within the scope of Subcontractor's Work.

SECTION 29. WAIVERS: Waivers of any breach hereof shall not constitute a waiver of any subsequent breach of the same or any other provision hereof.

SECTION 30. LAYOUT AND RESPONSIBILITY: The Contractor shall establish principal axis lines and levels whereupon the Subcontractor shall lay out and shall be strictly responsible for the accuracy of its Work and for any loss or damage to the Contractor or to other Subcontractors engaged in Work on the site by reason of failure of the undersigned Subcontractor to set out or perform correctly its Work. The Subcontractor shall exercise prudence so that actual final conditions and details shall result in perfect alignment of finish surfaces.

SECTION 31. HEADINGS: The section headings appearing in this subcontract are inserted as a matter of convenience only, and for reference purposes only, and are not intended to be a part of this subcontract, or in any way to define, limit or describe the scope and intent of the particular section to which they refer.

SECTION 32. ALTERNATIVE DISPUTE RESOLUTION: The parties agree that all claims, disputes and causes of action arising from or related to this Agreement, whether sounding in contract or in tort, shall first be subject to mediation and then arbitration. Unless the parties agree within ten (10) days of any notice of claim from one party to the other, the Mediator shall be chosen by the Presiding Civil Judge of the Pima County Superior Court with mediation to occur in Tucson, Arizona. Any and all claims not resolved by mediation will be subject to arbitration. The Parties agree that a single arbitration may be conducted regarding all related Project disputes and require that its subcontractors and suppliers also agree. Unless the parties agree within twenty (20) days of the timely demand for arbitration, the Arbitrator shall be chosen by the Presiding Civil Judge of the Pima County Superior Court. Arbitration will be conducted under A.R.S. §12-3001 *et. seq.* with arbitration to occur in Tucson, Arizona. The prevailing party at arbitration shall be awarded its reasonable attorneys' fees, costs of mediation, costs of arbitration, arbitration filing fees, fees of the mediator and arbitrator, and fees and costs of expert witness. The parties shall be entitled to reasonable discovery and to injunctive relief, which may be confirmed in the Superior Court even on a preliminary order. To the extent the Prime Contract contains alternative dispute resolution requirements which conflict with the requirements of this paragraph, they will govern.

SECTION 33. Subcontractor agrees to make no claim against Contractor for costs or damages resulting from delay in the performance of the subcontract, from any cause including but not limited to delay from or related to any act or omission of the Contractor or Owner or their agents. Subcontractor waives and releases any and all claims it ever had, now has, or may have in the future for direct and consequential damages against Contractor arising out of the Project and/or Subcontractor's Work. Unless Contractor recovers compensation for the delay from the Owner, Subcontractor agrees that an extension of time to complete performance of Work shall be Subcontractor's exclusive remedy; should Contractor recover compensation from Owner for any delay, Subcontractor agrees that any claim for compensation is limited to an equitable share of the recovery. As examples and not as limitation, Subcontractor shall not be entitled to damages, costs, or payment of money from Contractor and waives any right to make any claims against Contractor for additional compensation or any costs or losses arising from or related to delayed performance of Subcontractor's Work, including but not limited to, changes in the Work, design defects, delay in obtaining required approvals or testing, failure of Owner to make payment, any act, neglect, default or failure of performance by Contractor or other Subcontractors or suppliers, delay in obtaining title or possession of land or acquiring rights-of-way, failure to provide access, failure to furnish required materials, differing site conditions, Owner delay in obtaining financing, delay in obtaining permits, delays in scheduling or the coordination of the Work, or delay or breach the performance of any other conditions or terms required by the contract documents unless Contractor receives payment for such damages on behalf of Subcontractor. Subcontractor will fully cooperate with Contractor in connection with any claims raised by or against Owner. If Contractor recovers damages for delay on behalf of the Subcontractor, Subcontractor shall pay or reimburse Contractor all costs and fees, including attorneys' fees and expert witness fees, incurred by Contractor in obtaining the additional compensation; payment to Subcontractor shall be less Contractor's charge of fifteen percent (15%) for overhead plus five percent (5%) for profit.

SUBCONTRACTOR'S INITIALS _____

DATE _____

KE&G Construction, Inc.

EQUAL OPPORTUNITY EMPLOYMENT POLICY

Date: January 1, 2007

To: All Employees, Job Applicants, Referral Agencies and EEO Compliance Officers

From: Office of the President

Subject: Equal Employment Opportunity Policy

As a reminder to all our employees, job applicants, referral agencies and authorized representatives from agencies of jurisdiction, KE&G has, at its core of management philosophy and practice, a policy of equal employment opportunity for all. KE&G does not discriminate against any job applicant, or employee, on the basis of race, color, religion, national origin, handicap, age or sex. We will continue to take affirmative action to insure that this policy is enforced consistently with regard to employment, upgrading, transfer, demotion, recruitment and recruitment advertising, layoff and termination, compensation, training and working conditions.

As an example of our enforcement efforts, KE&G summarizes our equal employment opportunity policy in our Employee Information Guide and other published information. KE&G refers to our equal employment opportunity policy in our recruitment advertising, job notices and bid submissions when and to the extent this reference is applicable and appropriate.

KE&G continues to make it understood by the employment entities with whom we deal, and in our employment opportunity announcements that the foregoing is our policy, and that job applicants and employees will continue to be compensated, trained, advanced, demoted, terminated, hired and transferred solely on the basis of their skill, devotion, loyalty, honesty, reliability and integrity; particularly, as these factors relate to the employee's ability to meet reasonable and expected job standards.

All employees of KE&G are requested to encourage minorities, women, Veterans of the Vietnam Era and qualified handicapped persons to make application for employment with the company or to apply for training in an approved On-the-Job Training or Apprenticeship program. KE&G continues to publish in its Employee Information Guide and in other publication our company's commitment to providing reasonable accommodations for qualified individuals with a known handicap.

It is the policy of KE&G that all facilities, property and company activities are non-segregated, except where toilet, bathroom and necessary changing facilities are appropriately provided to assure privacy between the sexes.

KE&G continues to enforce its policy against sexual or other illegal, harassment or discrimination at work. This policy is also enforced in work-related activity or capacity. It is our company's policy to maintain a work environment free of harassment, intimidation and coercion in all areas, locations, and condition of employment and work assignment. KE&G takes this policy seriously, and all complaints, concerns or inquiries are taken seriously and investigated. Any complaint, concern, issue or inquiry pertaining to this policy, its violation, or enforcement, should be immediately called to the attention of the supervisor, the Project Manager, or the Office of the Controller, as may be appropriate.

For further information, or to make a complaint, raise an issue, or voice a concern, please contact KE&G's designated Equal Employment Opportunity Officer at **5100 S. ALVERNON WAY, TUCSON, AZ 85706.** Phone (520) 748-0188 Fax (520) 748-8975.

SUBCONTRACTOR'S INITIALS _____

DATE _____

Project Schedule:

SUBCONTRACTOR'S INITIALS _____

DATE _____

To All Subcontractors,

All of our lien waivers and supplier releases need to be notarized.

If anyone other than an officer of your company is sent to pick up a check, a letter of authorization signed by an officer of your company and notarized on your company letterhead must be presented. We have included an example of an authorization letter for your convenience. This letter will be kept on file for future reference.

Thank you for your cooperation in this matter. Should you have any questions please contact our Lien Officer at (520) 748-0188.

(Your Company Letterhead)

Date

KE&G Construction, Inc.
5100 South Alvernon Way
Tucson, AZ 85706

To whom it may concern,

Below is a list of persons authorized to sign partial and/or final lien waivers for our company as of this date. We will notify you immediately of any additions or deletions.

PRINTED NAME	SIGNATURE
PRINTED NAME	SIGNATURE
PRINTED NAME	SIGNATURE
PRINTED NAME	SIGNATURE

Sincerely,

(Company Name)

(Name & Title)

State of)
)ss.
County of)

Signed and sworn to before me this _____ day of _____, _____

By: _____ of _____.
PRINTED NAME OF PERSON SIGNING COMPANY NAME

_____ My commission expires _____.
NOTARY PUBLIC

INFORMATION SHEET

COMPANY NAME

ADDRESS

CITY STATE ZIP ( ) PHONE

CHECK ONE:
- ☐ INDIVIDUAL
- ☐ LIMITED PARTNERSHIP
- ☐ STATE OF INCORPORATION
- ☐ PARTNERSHIP
- ☐ CORPORATION
- ☐ OTHER _____

TYPE OF BUSINESS

YEARS IN BUSINESS

SUBCONTRACTORS LICENSE NUMBER(S)

INSURANCE CARRIER

FEDERAL ID NUMBER

STATE TAX NUMBER

PRINCIPALS:

NAME POSITION

NAME POSITION

NAME POSITION

NAME POSITION

Barbara Valdez

From: John Theiler <john@dhunderground.com>
Sent: Wednesday, August 05, 2015 3:19 PM
To: Brian Janski
Cc: Barbara Valdez
Subject: Bore Quote
Attachments: Scan2367.pdf

Thanks for opportunity, if you have any questions give me a call.

1/2" Casing
red wood spacers
w/alt of casing spacers

John Theiler
DH Underground, Inc
Phone:(505) 220-0115
Fax: (505) 877-4434

DH UNDERGROUND INC.

P.O. Box [illegible] Albuquerque, NM 87199-[illegible]

DH UNDERGROUND INC.

P.O. Box 91958 Albuquerque, NM 87199-1958

Contractors Lic # 61581 DOL # 002272520110706

Phone (505) 220-0115 Fax (505) 877-4434

Boring Proposal/Contract

Date of Proposal: 8/5/2015

Proposal Submitted to:

KE&G Construction, Inc (Contractor Name)	(520) 748-0188 (Phone)
5100 S. Alvernon (Address)	(520) 748-8975 (Fax)
Tucson, AZ 85706 (City, State, Zip)	CMAR 22nd St Sewer Improvements (Job Name)
Barbra Valdez (Contact)	Tucson, AZ

We hereby submit specifications and estimates for:

1	60	LF	of	30"	Auger bore & .375 wall bare casing, spacers & end seals	$	630.00	/	LF	=	$ 37,800.00
										Total Price	$ 37,800.00

Specifications

Inclusions

- ☒ Equipment to set equipment and casing entire for boring operation.
- ☒ 30" casing, 8 " Carbon steel casing spacers, end seals.
- ☒ Fill Annular space with sand and weld steel casing.
- ☒ mob & demob
- ☒ Grout the outside of casing if necessary.

Exclusions

- ☒ Excavate & shore a 12' wide x 40' long bore pit, if shoring is necessary a 12' x 24' in front of pit & 12'x 16, in back .
- ☒ Excavate and shore a receiving pit 10' x 20'.
- ☒ Standby time for our boring crew is $500.00 per hour should there be any delays when we're called out to the job.
- ☒ If this contract is accepted, please give DH UNDERGROUND , Inc. at least 45 days notice of start date.
- ☒ De-watering, if necessary, is excluded - Stable ground is a necessity for the equipment and boring operation.
- ☒ The general contractor is responsible for locating, potholing, and exposing all existing utility lines in the area.
- ☒ Any Existing Utilities in conflict with bore or bore pit will be the general contractors responsibility to relocate.
- ☒ Any additional footage of bore and/or casing will be billed for based on the unit prices noted above.
- ☒ Permits and Tax
- ☒ Bond is EXCLUDED -If required, it can be provided for additional costs.
- ☒ Due to unknown soil conditions in the area of this bore, DH UNDERGROUND, Inc. will make every attempt to make this bore as accurate as possible.
- ☒ If rock or running sand is encountered in the soil at the bore location, where a conventional auger bore method will not work, additional costs may be incurred.
- ☒ Surveying
- ☒ Construction water.
- ☒ Flagman for railroad crossing, vent pipes.
- ☒ Removal of asphalt, concrete, landscaping, etc., and access road to all bore locations.
- ☒ Backfill all pits
- ☒ Traffic Control & excavation barricades.
- ☒ SWP, disposal of all material / trash from boring operation.
- ☒ Carrier pipe, attach spacers to carrier, installation of carrier pipe, and fill annular space between casing and carrier pipe if required.
- ☒ Any items of work not specifically included in this proposal shall not be the responsibility of DH Underground Inc.

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: **$ 37,800.00**

DH Underground, Inc. John Theiler — President (Title)

This contract may be withdrawn by us if not accepted in 30 days.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Signature Title Date

Barbara Valdez

From: Arvid Veidmark III <arvid@sscboring.com>
Sent: Thursday, August 06, 2015 12:50 PM
To: Barbara Valdez
Subject: RE: CMAR 22nd St Sewer Augmentation Bid Packages
Attachments: KEG 22nd Street.pdf

Barbara,

Good afternoon, attached is our proposal and bid schedule for the jack and bore.

Thank you, please let us know how we can help.

Sincerely,

Arvid Veidmark, III
Executive Vice President/Senior Estimator

Specialized Services Co. (SSC) | www.sscboring.com
2001 W. North Lane, Suite A, Phoenix, AZ 85021
O: 602.997.6164 | F: 602.997.4811 | E: arvid@sscboring.com

SSC Global – Northern AZ Division | www.sscboring.com/northern-arizona-division
320 N. Leroux Street, Suite D, Flagstaff, AZ 86001
O: 928.779.6024

AZ ROC #085634 (General A) | NM ROC #382037 (GS 08)

From: Barbara Valdez [mailto:bvaldez@kegtus.com]
Sent: Monday, August 03, 2015 2:53 PM
Subject: CMAR 22nd St Sewer Augmentation Bid Packages

Please attached bid package for CMAR 22nd St. Sewer Augmentation. If you have any questions contact Brian Janski at bjanski@kegtus.com .

Bids are due to me by Friday August 7, 2015, 3:00 PM

Regards,
Barbara

Barbara Valdez, Office Engineer
KE&G Construction, Inc.
5100 S. Alvernon
Tucson, AZ, 85706
(520) 748-0188 W

(520) 748-8975 F
(520) 940-8424 C

EXIBIT "A" - CONTRACTOR BID SHEET

BID SCHEDULE

BID OF: **Specialized Services Company**
2001 W. North Ln.
Phoenix, AZ 85021

22nd Street Sewer Augmentation

The bidder has carefully examined the form of the Contract, Special Provisions, Pima County/City of Tucson Standard Specifications and Details, Construction Drawings, Technical Specifications, and will provide all necessary staffing, equipment, tools, apparatus, and other means of construction and complete all the work called for by said Documents in the manner prescribed therein, **COMPLETE, IN PLACE, AS FOLLOWS:**

ITEM NO.	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
5.00	60 LF	30" Jack & Bore	$ 760.00	$ 45,600.00
5.01	1 LS	Mobilization	$ 13,700.00	$ 13,700.00
5.02	9.2 CY	Annular Space Fill	$ 388.00	$ 3,569.60
5.03	60 LF	Install Carrier Pipe – Including Redwood Skids	$ 57.00	$ 3,420.00
			TOTAL BASE BID	$ 66,289.60
5.04	1 LS	Casing Spacers in Lieu of Redwood Skids (Add/Deduct)	$ 3,687.50	$ 3,687.50
			TOTAL ALTERNATE BID	$69,977.10

BID SCHEDULE CONTINUED

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to acknowledge Receipt of any Material Addendum may result in rejection of the bid.

ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE	ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE

BIDS MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE

By submitting this bid, Bidder certifies that it possesses the appropriate license required by the Arizona Registrar of Contractors for the work herein.

Signature of Bidder: _____

Printed Name: Arvid L. Veidmark III Date: 8/6/2015

Boring • Drilling • Vacuum Excavating

Underground, We're a Cut Above

PROPOSAL and CONTRACT

Phone - (602) 997-6164 Fax - (602) 997-4811
Website: sscboring.com E-mail: arvid@sscboring.com
AZROC: 085634 (SBE); NM #382037

August 6, 2015

Specialized Services Company (SSC), 2001 W. North Lane, Phoenix, Arizona, 85021, proposes to furnish and provide all labor, material, and equipment necessary to complete the following work:

Job Title/Location: **22nd Street Sewer Augmentation, Tucson, AZ**

Scope of Work: **See Attachment "A"**

Specialized Services Company agrees to complete the work acting as a sub-contractor. The General Contractor is responsible for all taxes related to the gross revenue sale and not the responsibility of Specialized Services Company.

PAYMENTS ARE TO BE MADE: **Net 30 days**

Any alteration or deviation from the specifications contained in this proposal involving extra cost for material, labor, or other expenses resulting from the alteration or deviation from the specification will only be executed upon written orders for same, and will require extra charges over the sum quoted in this proposal. All agreements will be made in writing.

Respectfully submitted,

Arvid Z. Veidmark III

Arvid Veidmark, III

Acceptance:
Specialized Services Company is hereby authorized to furnish all labor, equipment, and other resources required to complete the work described in this proposal, for which the General Contractor agrees to pay the amount specified in said proposal and according to the terms thereof. Should either party to this Contract be in default and the contract placed in the hands of a third party for collection, or if suit is brought thereon, the undersigned organization, or person or persons or either, agree to pay reasonable collection or attorney's fees, plus default interest at 1.5 % per month in addition to the amount due thereon for the expenses of collection. All parties agree that a facsimile transmission of the signature constitutes an original and binding document.

Signature Corporate Officer: _____ Date: _____

Authorized to sign for: _____ (Print company name)

Print Name: _____ Title: _____

Attachment "A"

This Attachment #1 is specifically incorporated into and made a part of the Proposal and Contract agreement between Specialized Services Company and the General Contractor.

This Scope of Work includes:

A. SSC will supply labor and equipment to install a 30" steel casing for 60', SSC will supply and attach wood skids to the 12" sewerline and push the 12" through the casing, SSC will fill the annular space inside the casing with pea gravel.

B. Mobilize jack and bore operation to the job site.

NOTE: PRICING ON MATERIAL GOOD FOR 30 DAYS ONLY, AFTER 30 DAYS PRICE CAN INCREASE BASED ON MARKET CONDITIONS!

Reminder: Budget **$6,800.00** dollars into the job for vacuum utility potholing, the last page list SSC vacuum services.

Schedule of Values

See Exhibit A for Bid Schedule.

Disclaimer: Quoted prices on materials are subject to change to the price in effect at time of shipment. Delivery dates are subject to production schedules or availability at time of order. Fabricated products are non-cancelable after order has been placed. Prices listed above base on augerable soil conditions with blows between 25 and 40 and NO rock, cobbles, boulders or caliche. Prices listed above are based on working a single daytime shift, NO 24-hour operation.

Note: Estimated totals for footages are estimates only, final quantities will be based on completed footages accumulated in the field upon completion of the project.

NOTE: Due to changes in the Arizona Transaction Privilege Tax (TPT) effective 1/1/2015, we need to be advised if this project is an MRRA (Maintenance, Repair, Replacement, Alteration) Project or traditional Prime Contracting contract. If this is an MRRA project, the materials cost quoted will be increased for the amount of sales taxes that we must now pay on materials. If this is a Prime Contracting project, please complete the AZ 5005 form attached for this specific project and return to us with our contract. If an AZ 5005 form is not provided, the material cost will be increased to provide for the sales taxes that we are now required to pay.

Change Orders:

The parties agree to adjust the scope of work at any time. Such adjustments may include, but not be limited to, extending, deleting, or adding bore paths or footage, and decreasing work schedules by up to five (5) percent without renegotiating the labor rates quoted in this proposal. The General Contractor agrees to compensate SSC for adjustments requiring increased labor hours on the same terms and conditions set forth in the proposal. The General Contractor and SSC will mutually determine how many hours of additionel labor are required for such adjustments.

The parties agree to adjust material quantities at any time. Such adjustments may include, but not be limited to decreasing quantities by up to ten (10) percent without renegotiating the material charges quoted in this proposal. The General Contractor agrees to compensate SSC for adjustments requiring increasing material quantities on the same terms and conditions set for the in the proposal. The General Contractor and SSC will mutually determine quantity increases required for such adjustments.

Comments:

A. If bore footage is less than quoted amount by 5% in length, the parties will increase the price per foot to accommodate the lesser footage.

B. SSC is not responsible for any damage to the carrier line in any form or fashion, the General Contractor has the option to provide an operator to jack the carrier line through the steel casing if there is a concern over damage to the carrerline.

C. If PVC is used as a carrier line inside a steel casing and the annular space inside the steel casing has to be filled with chip, grout or sand, SSC is not responsible for any damage to the PVC carrier line. Chip, grout or sand can blow holes, cause structural failures to PVC and SSC will not be held liable or responsible for any damage to the PVC carrier line.

D. The General Contractor will excavate all bore and reception pits and level the pits to final grade and maintain any grade requirements.

E. The General Contractor agrees to provide 24 hour security personnel to safeguard SSC's property against vandalism, theft, and unauthorized use if any of these issues occurs.

F. If unknown utility or structure is encountered and/or if existing AZ-Builts are not true, and these conditions result in the delay of the project or stand-by time, the General Contractor and/or owner will agrees to absorb SSC's additional costs.

G. If rock or cobbles are encountered which become too dense for the bore machine to bore through, or if the soil conditions result in a delay of the estimated job completion, the General Contractor agrees to compensate Specialized Services Company for additional labor and materials according to the same terms and conditions set forth in this proposal. The General Contractor and Specialized Service Company will mutually determine in writing additional labor hours, materials, and other resources required for such adjustments.

H. The General Contractor agrees to compensate SSC for any costs involved with mobilizing or materials ordered if the project start-up has been delayed after receiving the Notice to Proceed.

I. SSC is not responsible for removing or replacing any asphalt or concrete damaged during mobilization, construction or demobilization.

J. The pressure testing of the carrier line is the sole responsibility of the General Contractor and owner. Specialized Services Company is not responsible for any failure of the carrier line regardless of the nature of the failure.

K. The parties agree that Specialized Services Company will not be held responsible or liable for any damage to existing utilities, structures, roadways or the like caused by cave-ins or flowing material which was not chemically stabilized prior to the bore under any circumstances.

L. The General Contractor agrees to compensate SSC for any costs incurred in mobilizing or for materials ordered if the project is delayed by unforeseen circumstances, including but not limited to, flowing, running caving material.

M. The General Contractor agrees to accept the footages listed by the SSC job foreman on site when bores are completed. The General Contractor's representative may verify and sign-off on footages as bores are completed if that representative is on site at the timework is completed.

N. Prior to any sanding or grouting the annular space inside the casing the General Contractor's survey company, at the General Contractor's expense, will shoot the elevations of the carrier line to confirm line and grade are accurate. All gravity sewerlines must be camera and water tested to check for any sags or humps. If this is not done, SSC is not responsible for any sags, humps or grade defects in the sewerline after it is filled with chip.

Initial: _____ Date: _____

Exclusions:
Specialized Services Company is not responsible for the following:

A. Traffic control, all safety, dead-man tie-off's, fall protection equipment, temporary fencing, shoring, and barricades
B. UPRR flagger or any cost associated with flagging or inspector requirements
C. Excavating bore pit (34' long x 14' wide inside spreaders) & reception pit (8' x 8' inside spreaders)
D. Backfilling of bore and reception pits, all spoils removal, and restoration of landscaping
E. Weather proof and maintaining of bore and reception pits, (pump out water, dikes around pits)
F. Surveying for proper elevation of casing or carrier line
G. Cost for re-staking hubs regardless of the amount needed to complete the bore & carrier line install
H. De-watering of bore and reception pits and bore line
I. Supply, assembling, and any special equipment to set carrier pipe and install
J. Any cathodic protection, coatings, or linings of the steel casing and poly wrapping of carrier line
K. Removal of any asphalt concrete or metal
~~L. Boring through any rock, cobbles or unstable material.~~
M. Replacement of asphalt with hot patch or any concrete replacement such as sidewalk or driveways
N. Removal and replacement of any permanent fencing
O. Supply, setup, tear down, and removal of any temporary fencing of entire job site, pits & equipment
P. Permits, bonds and sales taxes (SSC Bond rate 2.5%)
Q. Special insurance, special wording including but not limited to additional insured on forms CG2010 ($100.00 per additional insured listed) & CG2037 ($500.00 per additional insured listed).
R. Any workman's compensation subrogation insurance or policy's
S. Geo-technical reports for SSC and grout company (if necessary)
T. Chemical grout to stabilize the soil conditions for the project (if necessary)
U. Grout to fill any annular space either inside or outside the casing
V. Construction water and/or fire hydrant hook-ups and any meters
W. Security personnel to protect the job site
X. Inspection or testing of any carrier lines, any equipment needed to set the carrier into the bore pit
Y. Pipe fitters, welders, welding machine, linings, wrappings and any items required for the assembly of the carrier line or lines.
Z. Certified welders and certified welding
AA. Coating and lining of the casing
BB. SWPPP (Storm Water Pollution Prevention Plan)
CC. Camera and water test of any gravity carrierline
DD. Potholing any utilities crossed by the proposed bore. (SSC can provide this service, see rates on last page)

Vacuum Excavating & Utility Potholing

Scope of Work:

SSC will provide a vacuum truck and 2-man crew to vacuum excavate and expose utilities. SSC will temporarily backfill all holes temporarily with native material. SSC will patch all holes in asphalt or concrete with temporary cold patch.

Schedule of Values:

$185.00 per hour when vacuum truck arrives at jobsite until vacuum truck leaves jobsite, 1 hr min.
Mobilization for the vacuum truck is $140.00 per hour portal to portal.

- SSC will supply the Client with a hand written Utility Report for each utility located, included in hourly rate.
- SSC can provide a computerized Utility Report @ $45.00 per report, see attached example
- Additional crewmembers are $48.00 per hour.
- All holes in asphalt or concrete will be patched with temporary cold patch, no hot patch or pothole backfilling with slurry, ABC or concrete all backfilling is temporary.
- Any utility we pothole where we encounter slurry backfill or concrete encasement will require 2 holes, one on either side of the encasement to confirm the depth on each side.
- The Client or Owner is responsible for all compaction testing on holes.
- Overnight stay for the crew will be billed at a nightly per diem rate of $280.00 per night.
- Traffic control, temporary fencing, shoring, permits and barricades provided at cost + 15%.
- Certified land survey of any utility or structure encountered provided at cost + 15%.
- Set Control for potholes and provide sealed pothole report is $110.00 per hole.
- Hourly Rates: Survey Manager/RLS $180.00 p/h, Survey Coordinator or Project Manager $132.00 p/h, Survey Office -$120.00, Survey Party Chief-$135.00, 2-man crew or GPS/Robotic $198.00 p/h, Survey Technician-$95.00, Project Manager-$180.00 (3 hour minimum on all services)

Note: Estimated totals for hours are estimates only, final quantities will be based on completed hours accumulated in the field upon completion of the project.

1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

July 30, 2015

Interested Parties,

KE&G Construction, Inc. is soliciting quotations as the Construction Manager At Risk under the contract from Pima County for the construction of the RWRD project 22nd Street Sewer Augmentation Project No. 322AS5. This contract is for the installation of approximately 5,492 linear feet of new 12 inch PVC sewer and necessary appurtenances. The estimated start date for construction is October 01, 2015 and shall be completed no later than November 25, 2015. Please note in your bid package the project schedule as it applies to your specific bid package. Included as part of the work necessary for construction are the following scopes of work:

- 30 inch Jack & Bore
- New Manhole Installation
- Asphalt Saw Cutting
- Concrete Curbing / Sidewalk Replacement
- Pavement Trench Patching
- Trucking / Hauling
- Bypass Pumping

Bids are due on **Friday, August 7th at 3:00 PM.** Please note that late bids **will not** be accepted. Bids will be accepted via mail, fax, or email. Send questions via email to Brian Janski at bjanski@kegtus.com.

Please submit bids to:

KE&G Construction, Inc.
5100 S Alvernon Way
Tucson, AZ 85706
Fax: 520-748-8975
bvaldez@kegtus.com

Attached you will find the project plans, bid sheet (if applicable), project plan overview, construction schedule, and draft subcontract agreement. Please note the subcontract requirements which will need to be met without exception.

KE&G Construction, Inc.

Barbara Valdez

Barbara Valdez
Office Engineer

EXIBIT "A" - CONTRACTOR BID SHEET

BID SCHEDULE

BID OF: _____

_____

_____

_____

(CONTRACTOR'S NAME AND ADDRESS)

22nd Street Sewer Augmentation

The bidder has carefully examined the form of the Contract, Special Provisions, Pima County/City of Tucson Standard Specifications and Details, Construction Drawings, Technical Specifications, and will provide all necessary staffing, equipment, tools, apparatus, and other means of construction and complete all the work called for by said Documents in the manner prescribed therein, **COMPLETE, IN PLACE, AS FOLLOWS:**

ITEM NO.	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
5.40	13 EA	60" Diameter Sanitary Sewer Manhole	$ _____	$ _____
5.50	13 EA	60" Diameter Sanitary Sewer Manhole Vacuum Testing	$ _____	$ _____
			TOTAL BASE BID	$_____

BID SCHEDULE CONTINUED

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to acknowledge Receipt of any Material Addendum may result in rejection of the bid.

ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE	ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE

BIDS MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE

Bidder hereby certifies that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

By submitting this bid, Bidder certifies that it possesses the appropriate license required by the Arizona Registrar of Contractors for the work herein.

Signature of Bidder: _____

Printed Name: _____ Date: _____

1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

Date

Name
Company
Address
City, ST Zip

Re: Job Name Job #

Dear ,

We are enclosing **Subcontract Agreement No. -S** for the work in connection with the above referenced project. Please execute the two copies of this Subcontract Agreement and return them to our office via regular mail or please print out one copy, execute, scan and return via email to:

KE&G Construction, Inc.
Attn:
5100 S. Alvernon Way
Tucson, AZ 85706

A fully executed copy will be returned for your files.

The Certificates of Insurance required in the attached subcontract must accompany the signed Subcontract Agreement and must indicate that they are in force, prior to the start of any work by your forces on this project. Please reference "Any and All Projects" on your insurance certificate, or reference the job number above on all certificates. If your company maintains an "Any and All Projects" certificate, a (project specific) certificate is not required.

No work is to begin on this project until the fully executed Subcontract Agreement, properly completed insurance certificates, and properly executed bonds (if required) are received by KE&G's Tucson office, as noted above.

Do not make any modifications to this Subcontract Agreement. Please notify me to discuss and coordinate any contract changes. Changes to this Subcontract Agreement will not be valid unless modified by written amendment.

For billing purposes, when invoices are submitted for partial payments under Section 5 of this Subcontract, please state on each invoice for each item of work, the current amount billed, as well as the total amount billed to date. In addition, please note **Job No.** on all invoices.

If you have any questions, please do not hesitate to call.

Regards,

KE&G Construction, Inc.

KE&G Project Coordinator Name
Job Title

cc: File .3.20

SUBCONTRACT AGREEMENT

KE&G Construction, Inc.
5100 South Alvernon Way
Tucson, Arizona 85706 Office:
(520) 748-0188 Fax: (520)
748-8975

SUBCONTRACTOR: ____
ADDRESS: ____
____
PROJECT TITLE: ____

SUBCONTRACT NUMBER: ____-S___
KE&G JOB NUMBER: ____
PRIME CONTRACT NO.: ____

THIS AGREEMENT (the "Agreement") is entered into this **06 day of September, 2013**, by and between ___ (the "Subcontractor"), and **KE&G CONSTRUCTION, INC.** (the "Contractor"), **WITNESSETH:**

SECTION 1. THE PROJECT: Contractor has been hired by _____ (the "Owner") to construct ___ (the "Project") in accordance with the terms and provisions of the Prime Contract No. ____ between the Owner and the Contractor, dated _____ (the "Prime Contract"), including all the general and special conditions, provisions, drawings, specifications, addenda numbers _____, and all other documents and revisions to date, as prepared by _____, forming or by reference made a part of the Prime Contract between the Contractor and Owner, and with particular reference to the below-listed technical and/or other sections or parts of the contract documents, all of which shall be considered part of this subcontract by reference thereto and they are as fully a part of this subcontract agreement as if hereto attached or the terms herein repeated, and the Subcontractor agrees to bind and obligate himself, in the performance of this subcontract, to the Contractor by the same terms, conditions, undertakings, and obligations that the Contractor is bound and obligated to the Owner by the Prime Contract insofar as the terms thereof shall not be in conflict with the terms hereof. Copies of said Prime Contract are on file in the office of the Contractor for Subcontractor's review, although Contractor may redact pricing information and other provisions from the Prime Contract as it deems reasonably necessary.

SECTION 2. SCOPE OF WORK: The Subcontractor agrees to furnish all labor, materials, tools, equipment, supplies, and supervision necessary or incidental to complete Work on the Project as follows:

Together with all authorized changes, this description as clarified by Project plans and specifications constitutes Subcontractor's "Work." When the Subcontractor does not install all material furnished under the subcontract, such material as is not installed is to be delivered F.O.B to the jobsite. The Parties each agree to proceed with the Project and the Work in good faith and in fair dealing. Each Party agrees to promote cooperation between the Parties and all other parties performing Work on the Project.

SECTION 3. SUBMITTALS: ___ copies of complete detailed shop drawings, lists and brochures for architect and/or engineer approval shall be submitted through Contractor office within ____ days of the date of this Agreement, as well as required material samples and color selections. ALL DRAWINGS REQUIRED OF THE SUBCONTRACTOR MUST BE SUBMITTED FOR APPROVAL OF THE ARCHITECT/ENGINEER THROUGH THE CONTRACTOR'S OFFICE.

SECTION 4. TIME OF PERFORMANCE: Time is of the essence in Subcontractor's performance of the Work. The Subcontractor shall furnish materials and prosecute the Work at the times herein provided for and otherwise in a prompt, diligent and expeditious manner and so as to promote the general progress of the entire construction and shall not, by delay or otherwise, interfere with or hinder the work of the Contractor or any other subcontractor. The Subcontractor agrees to keep itself informed as to the progress of the Project and to faithfully prosecute his Work, and several parts thereof, at such times and in such order as the Contractor considers necessary to keep the same sufficiently in advance of the other parts of the Project and to avoid any delay in the completion of the construction as a whole. The scheduled TIME OF PERFORMANCE OF THE WORK FORMING A PART OF THIS SUBCONTRACT IS IN ACCORDANCE WITH CONTRACTOR'S SCHEDULE IN ATTACHMENT "B".

SECTION 5. PAYMENTS: The Contractor agrees to pay the Subcontractor for material furnished and/or Work to be performed herein and performance of the subcontract as otherwise provided for herein the sum of _____ dollars, $_____ , subject to additions and deductions for changes as may be agreed upon, or determined, as provided herein and subject to adjustments from quantity of Work performed at unit prices set forth under section 2 above. The aforementioned sum includes all taxes of any nature whatsoever that may be assessed against or incurred by the Subcontractor in performance of its Work. Partial payments less a retained percentage of ___% will be made to the Subcontractor, provided the Subcontractor has submitted its payment request to the Contractor's office on or before the ____ day of each month, at the unit price set forth in Section 2 for Work and material incorporated into the construction and/or materials delivered to the site of the Work as estimated by the Owner's architect/engineer, less the aggregate of previous payments, providing payment for such Work and material has been approved by the Owner and payment has been received from the Owner by the Contractor, and upon complete performance of this subcontract and approval and acceptance of the Subcontractor's Work and material by the architect/engineer, the Contractor shall make final payment to the Subcontractor of the balance due to him within ___ days after Contractor receives final payment from Owner. No payment on account shall be considered as an approval and/or acceptance of Work done or materials furnished, or any part thereof. The Subcontractor agrees the monies shall not be diverted to satisfy obligation of the Subcontractor on other contracts and the Subcontractor agrees to furnish proof of same upon written request of the Contractor. Contractor may issue joint checks payable to Subcontractor and its subcontractors and/or suppliers.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT by their proper officers duly authorized herein.

CONTRACTOR: **KE&G CONSTRUCTION, INC.**

Signature Date

Print Name Title

AZ Contractors License Numbers: ROC 227962; ROC 227963

SUBCONTRACTOR:

Signature Date

Print Name Title

AZ License # SS#/FEIN

SECTION 6. DELAY DAMAGES: The Prime Contract contains a liquidated damages clause in the amount of _____. Should the Subcontractor default in the proper performance of its Work, thereby resulting in delay, then Subcontractor shall be liable to Contractor for any and all loss and damages, including but not limited to liquidated damages assessed against the Contractor, extended general conditions, and Contractor's lost or foregone overhead and profit.

SECTION 7. SCHEDULES: Subcontractor shall perform its Work in accord with the Project schedule to be prepared by Contractor, which schedule shall be attached to this Agreement as Exhibit A upon its preparation. Subcontractor agrees to fully cooperate with the Contractor in maintaining and complying with Contractor's Project schedule. Upon request by the Contractor, the Subcontractor shall furnish the Contractor in writing appropriate information concerning its progress on the Work, including a progress schedule. Subcontractor's information and schedule will show in detail if required in Contractor's sole discretion the procurement, shop drawing, fabrication, delivery and installation activities of all the major components of Work. Subcontractor agrees to meet and keep this schedule and to apprise the Contractor monthly of its schedule progress, which term is a material condition of this Agreement. Subcontractor will adjust its performance schedule and pay all costs necessary to meet the Project schedule.

SECTION 8. EXTENSION OF TIME: No allowance of an extension of time, for any cause whatsoever, shall be claimed by the Subcontractor or be made to him, unless the Contractor and Subcontractor have agreed in writing upon the allowance of additional time to be made, the agreement for which must arise out of Subcontractor's written request for such extension made within forty eight hours after the cause of such extension occurred. No allowance of an extension of time shall, in any event be made to the Subcontractor, for delay by the Subcontractor in preparing submittals, or in securing approval of the architect or engineer thereto, when such submittals are not properly prepared, or when the Subcontractor, by the exercise of reasonable diligence and judgment, could have anticipated and avoided the delay.

SECTION 9. CLEANUP: Subcontractor will at all times maintain the site, all staging areas, and all surrounding sites free of debris and waste caused by its operations performed pursuant to this Agreement. Subcontractor shall not be held responsible for such site conditions caused by others, but Contractor may assess Subcontractor and offset any costs it incurs for removal of waste caused by Subcontractor's operations.

SECTION 10. WITHHOLDING OF FUNDS: The Contractor may deduct from any amounts otherwise due or to become due to the Subcontractor any sum or sums owing by the Subcontractor to the Contractor whether from a previously-approved pay application or all or a portion of a rejected pay application in an amount the Contractor determines to be sufficient to protect Contractor from loss or damage for which the Contractor may be liable. Contractor may reduce any payment to Subcontractor to offset or recoup any liability Subcontractor has to Contractor under this Agreement, including damage or loss Contractor incurs due to Subcontractor's failure to perform the Work in accord with all terms and conditions of this Agreement. Contractor is not liable for interest or other penalty for any amount withheld from a progress or final payment under this paragraph.

SECTION 11. CHANGES: The Owner or the Contractor may request changes in or to the timing or sequence of Subcontractor's Work, which changes may impact the pricing or time requirements of this Agreement. All changes in the Subcontractor's Work that affect the Subcontract value or time shall be formalized in a Change Order. In the absence of an agreement on the terms of Subcontractor's performance of the change, the Contractor may issue a written order directing Subcontractor to make changes in materials to be furnished or Work to be performed under this Agreement or additions thereto or omissions therefrom so long as the directed changes generally are of the type or character already within Subcontractor's Work. Upon receipt of any such directive, the Subcontractor shall not stop or suspend its performance but shall diligently perform the Work as changed regardless of whether the Contractor and Subcontractor are able to agree whether or to the extent the changes have any effect on the price or time requirements of this Agreement. Subcontractor must submit its costs for changes not reflected in a formal Change Order beginning with its next regularly-scheduled pay application. If there is a dispute as to the cost of the change, the Contractor shall pay Subcontractor 50% of its estimated cost to perform the change as it becomes due pursuant to Section 5, with each party reserving its right as to all amounts in dispute. Subcontractor expressly acknowledges that the Contractor may be damaged for Subcontractor's failure to timely perform changes to the Work as directed, including disputed changes.

SECTION 12. EARLY TERMINATION OF WORK: In the event the Owner by any reason suspends or terminates the construction of the Project or any portion thereof, the Subcontractor shall be entitled to payment for the Work done up to the time of such suspension or cancellation.

SECTION 13. FAILURE TO PERFORM: In the event the Subcontractor fails to comply with the provisions herein for any reason as to the character of the Work and time of performance, refuses to proceed with the Work as directed by the Contractor, or fails to perform said Work in accordance with Project plans and specifications, in whole or in part, or fails to perform any term, covenant or condition contained in this Agreement, then the Contractor may, at the Contractor's option and upon twenty-four (24) hours written notice and without prejudice to any other right or remedy, take any steps the Contractor deems expedient to finish the Work and pay any claims. If the unpaid balance of the Agreement exceeds the expense of finishing the Work or if Contractor experiences damages for the delayed completion of Subcontractor's Work, then Subcontractor shall pay all damages for delay Contractor assesses or other damages and expenses Contractor incurs, including any reasonable overhead and profit Contractor assesses. Contractor, by entering into this Agreement, does not waive any tort remedies, including those solely involving economic loss, it may have against Subcontractor, whether arising out of or related to Subcontractor's scope of work or otherwise. Contractor expressly preserves any tort claims, remedies, and damages it may have against Subcontractor, whether arising out of related to Subcontractor's scope of work or otherwise.

SECTION 14. INSURANCE: THE SUBCONTRATOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES DURING THE PERFORMANCE OF THIS SUBCONTRACT THE FOLLOWING:

1) *Carrier* (insurance company) shall **be rated A-VII or better** by A.M. Best AND authorized to do business in the State of Arizona.
2) All policies shall be an **occurrence basis form**. "Claims made" policies are NOT acceptable.
3) Certificate **may cover multiple jobs if it states "All Operations"** and conforms to all applicable requirements listed herein.
4) Waivers of subrogation – Subcontractor will waive any subrogation rights it may have falling within the following categories of possible Project liability or insurance: worker's compensation, general liability, automobile liability, Contractor's equipment and any builder's risk/installation floater.
5) Auto liability covering owned, hired, and non-owned vehicles. Auto policy shall include KE & G Construction, Inc., the owner(s) of the project, their officers, directors, agents, members, employees and others as required by contract as Additional Insureds.
6) If Subcontractor's insurance is considered inadequate, it shall pay any additional premium required by its carrier to obtain the minimum coverage required under this Agreement.
7) Umbrella Liability Insurance: KE&G Construction, Inc., the Owner, their respective directors, officers, employees, members, agents and others are also additional insureds.

ALL CERTIFICATES SHALL INCLUDE:

1) Separate endorsement (attached to Insurance Certificate) for liability insurance only:
   - **Additional Insured.** To the fullest extent permitted by law, General Liability and Excess Liability shall include Contractor, the Owner(s) of the project, their officers, directors, agents, members, employees and others as required by contract as Additional Insured(s) providing "Your Work" coverage (including both On-Going and Completed Operations coverage) arising out of work perfomed for the Contractor by the Subcontractor. Additional Insured status for the Contractor, the Owner(s) of the project, their officers, directors, agents, members, employees and others as required by contract shall extend from the date of commencement of the work under the project until the expiration of the period established in the applicable state's statute of repose.
   - **Aggregate Limits of Insurance (per Project).** Each work order under a master contract is considered a separate project.
   - **Primary Insurance.** The Subcontractor's policy shall contain an endorsement making its policy primary and coverage maintained by KE&G Construction, Inc., the Owner and others as required by contract excess and non-contributing, either via language added to the additional insured endorsement or by a separate endorsement.
   - No limiting endorsements permitted for a required coverage.

The acceptance of an incorrect certificate by KE&G or its failure to obtain any certificate from Subcontractor does NOT waive the Subcontractor's obligations to comply with all insurance requirements of this Agreement.

MINIMUM POLICY LIMITS: (Does not limit your liability or obligation to indemnify, hold harmless and defend KE&G Construction, Inc., the Owner or others as required under the contract documents.) If you have or obtain insurance coverage in amounts in excess of those listed below, such additional insurance coverage shall also apply to the benefit of the indemnities/additional insured.

SUBCONTRACTOR'S INITIALS _____

DATE _____

1. Commercial General Liability Insurance:
   - $2,000,000 General aggregate (applicable to each Project)
   - $2,000,000 Products-completed operations aggregate
   - $1,000,000 Personal injury liability
   - $1,000,000 Each occurrence
2. Business Automobile Liability Insurance:
   - $1,000,000 Each occurrence
3. Worker's Compensation And Employer's Liability Insurance:
   - (Including U.S. Long Shoreman and Harbor Worker's Act/Jones Act where applicable)
   - $1,000,000 Each accident (bodily injury by accident)
   - $1,000,000 Disease – Policy Limit (Bodily Injury by Disease)
   - $1,000,000 Disease – Each Employee (Bodily Injury by Disease)
4. Umbrella Liability:
   - $1,000,000 Each occurrence
   - $1,000,000 Annual Aggregate

No insurer may cancel any policy in place as of the date this Agreement is executed without 30 days advance notice to Contractor.

SECTION 15. INDEMNITY AND OTHER REQUIREMENTS: To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Contractor, the Owner, and each of their respective agents and employees (the "Indemnitees") from and against all claims for bodily injury and property damage that may arise from the performance of the Subcontract Work, including reasonable attorney's fees, costs, and expenses arising from the performance of the Work, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Subcontractor, Subcontractor's subcontractors or suppliers, or any other person or entity employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

The only exception to the Subcontractor's duties under this paragraph will be to the extent a particular claim is the result of the sole negligence of an Indemnitee, and in that event, the Subcontractor will not be obligated to indemnify the Indemnitee. The Subcontractor's duty to defend will be a separate and distinct obligation from the duty to indemnify the Indemnitees and is enforceable regardless of fault or negligence. The obligations stated under this paragraph shall survive all terminations of this Agreement.

In any and all claims against the Indemnitees by any employee or the Subcontractor, anyone directly or indirectly employed by the Subcontractor, or anyone whose acts the Subcontractor otherwise may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

SECTION 16. INDEPENDENT CONTRACTOR: The status of the Subcontractor shall be that of an independent contractor. Neither Subcontractor, Subcontractor's officers agents or employees, nor any other party hired to perform any portion of the Work shall be considered an employee of Contractor or be entitled to receive any employment-related benefits from Contractor or its benefit providers. Subcontractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Agreement and shall indemnify and hold Contractor harmless from any and all liability which Contractor may incur because of Subcontractor's failure to pay such taxes. Subcontractor shall be solely responsible for program development and operation. Subcontractor will be fully responsible for all acts and omissions of any subcontractor, supplier, any person directly or indirectly employed to perform any portion of the Work, and any perform for whose acts or omissions any of them may be liable to the same extent that Subcontractor is responsible for the acts and omissions of persons directly employed by it.

SECTION 17. PROJECT RECORDS: Subcontractor will maintain detailed records of all its Work for a minimum of six years following final completion of all Project Work. If the Project constitutes residential work, Subcontractor will maintain these records for a minimum of nine years. Subcontractor will allow Contractor prompt access to all Project records.

SECTION 18. THIRD PARTY BENEFICIARY: Subcontractor may only execute contracts with third parties to perform portions of the Work if its subcontractors and suppliers are bound by the terms of this Agreement. Subcontractor shall ensure that Contractor is a third-party beneficiary of any contract executed between Subcontractor and any such third-party, but this Agreement is not intended to confer any rights or remedies of any nature upon any person other than the parties. Contractor expressly reserves its ability to bring a civil action and to obtain relief against any third-party performing work for Subcontractor.

SECTION 19. ASSIGNMENTS: The Subcontractor shall not assign or sublet this Agreement or any part thereof without written consent of the Contractor.

SECTION 20. ASSIGNMENT OF FUNDS: The Subcontractor shall not assign, or attempt to assign, in any manner, at any time, funds accrued or to accrue under this subcontract, without written consent of the Contractor. And no such assignment shall be binding on the Contractor unless and until accepted in writing by the Contractor.

SECTION 21. RULINGS: It is agreed that the Subcontractor shall be bound by the rulings and decisions of the Owner to the same extent and degree that the Contractor is bound by said rulings and decisions insofar as they may pertain to the Work included within this Subcontract Agreement.

SECTION 22. BOND: If so stated under Section 2 above, the Subcontractor further agrees to provide the Contractor with payment and performance bonds that satisfy all requirements of Arizona Revised Statutes, Title 34, as if Subcontractor were performing the Work directly for a public entity. All bonds shall be provided to Contractor within ten (10) days from date of this subcontract

SECTION 23. SCHEDULE OF VALUES: If Section 22 above is waived, the Subcontractor agrees to furnish the Contractor with a complete schedule of values, including a list of any parties it will contract with to perform any portion of the Work and suppliers of all material therefor Subcontractor intends to use during the performance of the Project, along with approximate respective dollar amounts. Subcontractor agrees to keep this list current at all times by advising Contractor immediately of any changes. Subcontractor shall provide Contractor with lien waivers from all its subcontractors and suppliers prior to the Subcontractor receiving each payment from Contractor; Subcontractor authorizes Contractor to contact Subcontractor's suppliers and subcontractors to obtain and verify account information pertaining to this Project.

SECTION 24. EQUAL EMPLOYMENT OPPORTUNITY: The Subcontractor will comply with all provisions of Paragraphs 1 though 6 of Section 301, of Executive Order No. 10925 of 6 March 1961, as amended by Executive Order No. 11114 of 22 June 1963. In conformance with Executive Order 11246 and as a performance standard and condition of contract compliance, the Subcontractor agrees to adopt, adhere to, and otherwise abide by and enforce an Equal Employment Opportunity and Anti-discrimination (EEO) Policy with respect to the recruitment, selection, employment and performance standards involving the Subcontractor's work force. The Subcontractor shall provide a copy of their policy statement and otherwise provide records to prove, and/or demonstrate, compliance with an EEO Policy as reasonably requested, as conditions of bid acceptance, contract performance and work completion. In the event the Subcontractor does not demonstrate, at the time of either bid submission or contract award, their own EEO Policy as described in the above and foregoing standard, then the Subcontractor agrees to modify in name and accept, adopt and implement as their own, the EEO Policy of KE&G, a copy of which is attached (See Attachment A) and incorporated into and made part of this contract as a requirement, by reference herein.

SECTION 25. RESPONSIBILITY FOR WORK: Subcontractor shall be responsible for all Work required of it under this Agreement, property and/or materials until completion and final acceptance of the Project by the Owner, and Subcontractor shall bear the risk of any loss or damage until such acceptance. In the event of loss or damage, Subcontractor shall proceed promptly to make repairs, or replacement of the damaged Work, property and/or materials at its own expense, as directed by the Contractor. Subcontractor waives all rights it might have against Owner and Contractor for loss or damage to Subcontractor's Work, property, or materials.

SUBCONTRACTOR'S INITIALS _____

DATE _____

SECTION 26. OPERATING INSTRUCTION AND WORK GUARANTEE: The Subcontractor shall furnish all operating instructions, parts lists, and manuals pertinent to requirements of the Prime Contract and shall guarantee all Work performed herein against defective material and/or workmanship for a period of one year from date of acceptance by the Owner of the completed contract, unless a longer period of guarantee is called for in writing or at law.

SECTION 27. HOISTING: Subcontractor shall not use Contractor's hoisting facilities without Contractor's written authority. Hoisting where requested and provided shall be maintained only on a scheduled basis at Contractor's sole convenience and Subcontractor's cost.

SECTION 28. SAFETY: Subcontractor shall maintain its own safety program in a manner and substance sufficient to protect Contractor and Owner from all claims arising out of Subcontractor's Work. Subcontractor shall be responsible for all safety requirements within the scope of its Work unless otherwise agreed to in writing between the parties. In performing any Work under this Agreement in or on the areas which are under the direct control of the Owner and or the Contractor, the Subcontractor shall; (a) conform to all safety regulations and requirements prescribed by the federal, county, city, and any other agency or the Contractor having cognizance of the Work being performed: (b) take such additional precautions as the Contractor and/or Owner may reasonably require for safety and accident prevention purposes. The Subcontractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Subcontractor's, Contractor's, and Owner's personnel performing or in any way in contact with the performance of this subcontract. Any violation of such rules and requirements, unless promptly corrected as directed by the Contractor and/or Owner shall be grounds for termination of this Agreement. Subcontractor's general indemnification obligations under this Agreement require Subcontractor to indemnify, defend, and hold harmless Contractor and Owner from all applicable safety requirements or violations within the scope of Subcontractor's Work.

SECTION 29. WAIVERS: Waivers of any breach hereof shall not constitute a waiver of any subsequent breach of the same or any other provision hereof.

SECTION 30. LAYOUT AND RESPONSIBILITY: The Contractor shall establish principal axis lines and levels whereupon the Subcontractor shall lay out and shall be strictly responsible for the accuracy of its Work and for any loss or damage to the Contractor or to other Subcontractors engaged in Work on the site by reason of failure of the undersigned Subcontractor to set out or perform correctly its Work. The Subcontractor shall exercise prudence so that actual final conditions and details shall result in perfect alignment of finish surfaces.

SECTION 31. HEADINGS: The section headings appearing in this subcontract are inserted as a matter of convenience only, and for reference purposes only, and are not intended to be a part of this subcontract, or in any way to define, limit or describe the scope and intent of the particular section to which they refer.

SECTION 32. ALTERNATIVE DISPUTE RESOLUTION: The parties agree that all claims, disputes and causes of action arising from or related to this Agreement, whether sounding in contract or in tort, shall first be subject to mediation and then arbitration. Unless the parties agree within ten (10) days of any notice of claim from one party to the other, the Mediator shall be chosen by the Presiding Civil Judge of the Pima County Superior Court with mediation to occur in Tucson, Arizona. Any and all claims not resolved by mediation will be subject to arbitration. The Parties agree that a single arbitration may be conducted regarding all related Project disputes and require that its subcontractors and suppliers also agree. Unless the parties agree within twenty (20) days of the timely demand for arbitration, the Arbitrator shall be chosen by the Presiding Civil Judge of the Pima County Superior Court. Arbitration will be conducted under A.R.S. §12-3001 *et. seq.* with arbitration to occur in Tucson, Arizona. The prevailing party at arbitration shall be awarded its reasonable attorneys' fees, costs of mediation, costs of arbitration, arbitration filing fees, fees of the mediator and arbitrator, and fees and costs of expert witness. The parties shall be entitled to reasonable discovery and to injunctive relief, which may be confirmed in the Superior Court even on a preliminary order. To the extent the Prime Contract contains alternative dispute resolution requirements which conflict with the requirements of this paragraph, they will govern.

SECTION 33. Subcontractor agrees to make no claim against Contractor for costs or damages resulting from delay in the performance of the subcontract, from any cause including but not limited to delay from or related to any act or omission of the Contractor or Owner or their agents. Subcontractor waives and releases any and all claims it ever had, now has, or may have in the future for direct and consequential damages against Contractor arising out of the Project and/or Subcontractor's Work. Unless Contractor recovers compensation for the delay from the Owner, Subcontractor agrees that an extension of time to complete performance of Work shall be Subcontractor's exclusive remedy; should Contractor recover compensation from Owner for any delay, Subcontractor agrees that any claim for compensation is limited to an equitable share of the recovery. As examples and not as limitation, Subcontractor shall not be entitled to damages, costs, or payment of money from Contractor and waives any right to make any claims against Contractor for additional compensation or any costs or losses arising from or related to delayed performance of Subcontractor's Work, including but not limited to, changes in the Work, design defects, delay in obtaining required approvals or testing, failure of Owner to make payment, any act, neglect, default or failure of performance by Contractor or other Subcontractors or suppliers, delay in obtaining title or possession of land or acquiring rights-of-way, failure to provide access, failure to furnish required materials, differing site conditions, Owner delay in obtaining financing, delay in obtaining permits, delays in scheduling or the coordination of the Work, or delay or breach the performance of any other conditions or terms required by the contract documents unless Contractor receives payment for such damages on behalf of Subcontractor. Subcontractor will fully cooperate with Contractor in connection with any claims raised by or against Owner. If Contractor recovers damages for delay on behalf of the Subcontractor, Subcontractor shall pay or reimburse Contractor all costs and fees, including attorneys' fees and expert witness fees, incurred by Contractor in obtaining the additional compensation; payment to Subcontractor shall be less Contractor's charge of fifteen percent (15%) for overhead plus five percent (5%) for profit.

SUBCONTRACTOR'S INITIALS _____

DATE _____

KE&G Construction, Inc.

EQUAL OPPORTUNITY EMPLOYMENT POLICY

Date: January 1, 2007

To: All Employees, Job Applicants, Referral Agencies and EEO Compliance Officers

From: Office of the President

Subject: Equal Employment Opportunity Policy

As a reminder to all our employees, job applicants, referral agencies and authorized representatives from agencies of jurisdiction, KE&G has, at its core of management philosophy and practice, a policy of equal employment opportunity for all. KE&G does not discriminate against any job applicant, or employee, on the basis of race, color, religion, national origin, handicap, age or sex. We will continue to take affirmative action to insure that this policy is enforced consistently with regard to employment, upgrading, transfer, demotion, recruitment and recruitment advertising, layoff and termination, compensation, training and working conditions.

As an example of our enforcement efforts, KE&G summarizes our equal employment opportunity policy in our Employee Information Guide and other published information. KE&G refers to our equal employment opportunity policy in our recruitment advertising, job notices and bid submissions when and to the extent this reference is applicable and appropriate.

KE&G continues to make it understood by the employment entities with whom we deal, and in our employment opportunity announcements that the foregoing is our policy, and that job applicants and employees will continue to be compensated, trained, advanced, demoted, terminated, hired and transferred solely on the basis of their skill, devotion, loyalty, honesty, reliability and integrity; particularly, as these factors relate to the employee's ability to meet reasonable and expected job standards.

All employees of KE&G are requested to encourage minorities, women, Veterans of the Vietnam Era and qualified handicapped persons to make application for employment with the company or to apply for training in an approved On-the-Job Training or Apprenticeship program. KE&G continues to publish in its Employee Information Guide and in other publication our company's commitment to providing reasonable accommodations for qualified individuals with a known handicap.

It is the policy of KE&G that all facilities, property and company activities are non-segregated, except where toilet, bathroom and necessary changing facilities are appropriately provided to assure privacy between the sexes.

KE&G continues to enforce its policy against sexual or other illegal, harassment or discrimination at work. This policy is also enforced in work-related activity or capacity. It is our company's policy to maintain a work environment free of harassment, intimidation and coercion in all areas, locations, and condition of employment and work assignment. KE&G takes this policy seriously, and all complaints, concerns or inquiries are taken seriously and investigated. Any complaint, concern, issue or inquiry pertaining to this policy, its violation, or enforcement, should be immediately called to the attention of the supervisor, the Project Manager, or the Office of the Controller, as may be appropriate.

For further information, or to make a complaint, raise an issue, or voice a concern, please contact KE&G's designated Equal Employment Opportunity Officer at **5100 S. ALVERNON WAY, TUCSON, AZ 85706.** Phone (520) 748-0188 Fax (520) 748-8975.

SUBCONTRACTOR'S INITIALS _____

DATE _____

Project Schedule:

SUBCONTRACTOR'S INITIALS _____

DATE _____

To All Subcontractors,

All of our lien waivers and supplier releases need to be notarized.

If anyone other than an officer of your company is sent to pick up a check, a letter of authorization signed by an officer of your company and notarized on your company letterhead must be presented. We have included an example of an authorization letter for your convenience. This letter will be kept on file for future reference.

Thank you for your cooperation in this matter. Should you have any questions please contact our Lien Officer at (520) 748-0188.

(Your Company Letterhead)

Date

KE&G Construction, Inc.
5100 South Alvernon Way
Tucson, AZ 85706

To whom it may concern,

Below is a list of persons authorized to sign partial and/or final lien waivers for our company as of this date. We will notify you immediately of any additions or deletions.

PRINTED NAME	SIGNATURE
PRINTED NAME	SIGNATURE
PRINTED NAME	SIGNATURE
PRINTED NAME	SIGNATURE

Sincerely,

(Company Name)

(Name & Title)

State of)
)ss.
County of)

Signed and sworn to before me this _____ day of _____, _____

By: _____ of _____.
PRINTED NAME OF PERSON SIGNING COMPANY NAME

_____ My commission expires _____.
NOTARY PUBLIC

INFORMATION SHEET

COMPANY NAME

ADDRESS

CITY STATE ZIP ( ) PHONE

CHECK ONE:
- ☐ INDIVIDUAL
- ☐ LIMITED PARTNERSHIP
- ☐ STATE OF INCORPORATION
- ☐ PARTNERSHIP
- ☐ CORPORATION
- ☐ OTHER_____

TYPE OF BUSINESS

YEARS IN BUSINESS

SUBCONTRACTORS LICENSE NUMBER(S)

INSURANCE CARRIER

FEDERAL ID NUMBER

STATE TAX NUMBER

PRINCIPALS:

NAME POSITION

NAME POSITION

NAME POSITION

NAME POSITION

Barbara Valdez

From:	John Taylen <john.j4civil@gmail.com>
Sent:	Friday, August 07, 2015 8:26 AM
To:	Barbara Valdez
Subject:	Re: Revised Bid Schedule for CMAR 22nd St. Sewer Augmentation
Attachments:	DOC150807-005.pdf

Barbara,

See attached.

John

On Wed, Aug 5, 2015 at 5:18 PM, Barbara Valdez <bvaldez@kegtus.com> wrote:

John,

Please see attached revised Bid Schedule and use this form for pricing the CMAR 22nd St. Sewer Augmentation.

Regards,

Barbara

Barbara Valdez, Office Engineer

KE&G Construction, Inc.

5100 S. Alvernon

Tucson, AZ, 85706

(520) 748-0188 W

(520) 748-8975 F

(520) 940-8424 C

John Taylen
Cell: (520) 519-9130
Phone: (520) 682-0143
Fax: (520) 682-0144
john.j4civil@gmail.com
https://www.facebook.com/J4CivilSpecialists
P.O. Box 1920
Cortaro, AZ 85652

EXIBIT "A" - CONTRACTOR BID SHEET

BID SCHEDULE

BID OF: J4 Civil Specialists
PO Box 1920
Cortaro, AZ 85652
520-519-9130

(CONTRACTOR'S NAME AND ADDRESS)

22nd Street Sewer Augmentation

The bidder has carefully examined the form of the Contract, Special Provisions, Pima County/City of Tucson Standard Specifications and Details, Construction Drawings, Technical Specifications, and will provide all necessary staffing, equipment, tools, apparatus, and other means of construction and complete all the work called for by said Documents in the manner prescribed therein, **COMPLETE, IN PLACE, AS FOLLOWS:**

ITEM NO.	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
5.40	14 EA	60" Diameter Sanitary Sewer Manhole	$ 2915.00	$ 40810.00
5.50	14 EA	60" Diameter Sanitary Sewer Manhole Vacuum Testing	$ 225.00	$ 3,150.00
			TOTAL BASE BID	$ 43,960.00

BID SCHEDULE CONTINUED

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to acknowledge Receipt of any Material Addendum may result in rejection of the bid.

ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE	ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE
	N/A				

BIDS MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE

Bidder hereby certifies that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

By submitting this bid, Bidder certifies that it possesses the appropriate license required by the Arizona Registrar of Contractors for the work herein.

Signature of Bidder: _____

Printed Name: John P. Taylor Date: 8/7/15

See J4 Quote dated 8/4/15 that
was sent on 8/4/15.

Barbara Valdez

From:	John Taylen <john.j4civil@gmail.com>
Sent:	Tuesday, August 04, 2015 3:38 PM
To:	Barbara Valdez
Subject:	Re: CMAR 22nd St Sewer Augmentation Bid Packages
Attachments:	22ND ST SEWER IMPROVEMENT ALVERNON TO SWAN.pdf

Barbara,

See attached quote for this project. If you have any question please let me know. Check with Brian and let me know when you guys can be available for lunch.

Thanks

On Mon, Aug 3, 2015 at 2:54 PM, Barbara Valdez <bvaldez@kegtus.com> wrote:

Please attached bid package for CMAR 22nd St. Sewer Augmentation. If you have any questions contact Brian Janski at bjanski@kegtus.com .

Bids are due to me by Friday August 7, 2015, 3:00 PM

Regards,

Barbara

Barbara Valdez, Office Engineer

KE&G Construction, Inc.

5100 S. Alvernon

Tucson, AZ, 85706

(520) 748-0188 W

(520) 748-8975 F

(520) 940-8424 C

John Taylen
Cell: (520) 519-9130
Phone: (520) 682-0143
Fax: (520) 682-0144
john.j4civil@gmail.com
https://www.facebook.com/J4CivilSpecialists
P.O. Box 1920
Cortaro, AZ 85652

J4 CIVIL SPECIALISTS
[illegible]

Date: 8/4/15
Phone: 520-519-9130
Fax: 520-682-0144
Email: john.j4civil@gmail.com
To: KE&G CONSTRUCTION
Attention: ESTIMATING DEPARTMENT
Contact Info:
Address:
Job Name: 22ND ST SEWER IMPROVEMENTS ALVERNON TO SWAN

Standard Excludes: Excavation, shoring, traffic control, night work, access, permits, sales tax, special insurance bonding, coatings, cores, drops, collars, engineering, final grade ring adjustment, hand rails, aprons, pipe work, gaskets, demolition, trash racks, flow management, plugs larger than 8", flow thru plugs, back fill, grading, compaction, inspections, concrete testing, and excessive standby. J4 Civil must have proper access for ready mix trucks and boom trucks. If there is not enough access the contractor will be responsible for providing a piece of equipment to either pour our ready mix or set the precast we provide. Prevailing wage is excluded unless noted below. Prime Contractor agrees to complete the AZ DOR5005 form declaring transaction tax liability and return as part of this proposal, or agree to pay us for the sales tax on our materials purchased.

CITY	JOB LOCATION
MARANA	BOULDER BRIDGE PASS AND PROSPECT CANYON PLACE

ITEM	DESCRIPTION	EACH	UNIT PRICE	TOTAL
1	60" SSMH PER RWRD STD 206 ON 8" PIPE AVE D=9.50' W/24" R&C	14.00	$2,915.00	$40,810.00
2	VACUUM TEST	14.00	$225.00	$3,150.00
	LINE ITEMS 1 INCLUDE - CIP BASE, PRECAST STACKOUT, STEPS, JOINT SEALANT, 24" FRAME & COVER, GROUT AT EXT JOINT, AND BOOM TRUCK/LABOR TO STACK PRECAST.			
	LINE ITEM 2 INCLUDES - GROUT, EQUIPMENT, AND LABOR.			
	SALES TAX ON MATERIALS EXCLUDED. IF WE ARE REQUIRED TO PAY SALES TAX ADD THE COSTS BELOW TO THE TOTAL PRICE OF EACH LINE ITEM:			
1	$1,984.00			
2	$32.00			

SUBTOTAL	$43,960.00
TAX	$2,016.00
TOTAL	$45,976.00

THANK YOU FOR YOUR BUSINESS!!!!
JOHN TAYLEN

If you are in agreement with the terms and conditions please sign and return. J4 Civil Specialists must have a signed copy of this quote prior to mobilizing onsite to begin construction.

On Behalf of the Contractor _____

On the Behalf of J4 Civil Specialists _____

Barbara Valdez

From:	James Walker <jimw.jenco@gmail.com>
Sent:	Thursday, August 06, 2015 9:00 AM
To:	Barbara Valdez
Subject:	RWRD 22ND ST SEWER IMP
Attachments:	22nd st sewer.pdf

--
Jim Walker
JENCO Construction LLC
jimw.jenco@gmail.com
cell 520-471-0696

EXIBIT "A" - CONTRACTOR BID SHEET

BID SCHEDULE

BID OF: JENCO CONSTRUCTION
4303 N. ROMERO RD
TUCSON AZ 85705
(CONTRACTOR'S NAME AND ADDRESS)

22nd Street Sewer Augmentation

The bidder has carefully examined the form of the Contract, Special Provisions, Pima County/City of Tucson Standard Specifications and Details, Construction Drawings, Technical Specifications, and will provide all necessary staffing, equipment, tools, apparatus, and other means of construction and complete all the work called for by said Documents in the manner prescribed therein, **COMPLETE, IN PLACE, AS FOLLOWS:**

ITEM NO.	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
5.40	14 EA	60" Diameter Sanitary Sewer Manhole	$ 4254-	$ 59,556-
5.50	14 EA	60" Diameter Sanitary Sewer Manhole Vacuum Testing	$ 250-	$ 3,500-
			TOTAL BASE BID	$ 63,056-

BID SCHEDULE CONTINUED

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to acknowledge Receipt of any Material Addendum may result in rejection of the bid.

ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE	ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE

BIDS MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE
Bidder hereby certifies that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

By submitting this bid, Bidder certifies that it possesses the appropriate license required by the Arizona Registrar of Contractors for the work herein.

Signature of Bidder: _____

Printed Name: James Walker Date: 8/6/15

JENCO CONSTRUCTION, LLC

4303 N. ROMERO RD., TUCSON, AZ 85705
AZ ROC # 280143

Date: 8/6/2015
Phone: 520-888-3459
Fax: 520-888-3468
Email: jimw.jenco@gmail.com
To: KE&G CONSTRUCTION, INC
Attention: BARBARA VALDEZ
Contact Info: bvaldez@keqtus.com
Address: 5100 S ALVERNON WAY, TUCSON, AZ 85706
Job Name: RWRD 22ND ST SEWER IMPROVEMENTS

Standard Excludes: Excavation, shoring, traffic control, night work, access, permits, taxes, special insurance and bonding, coatings, cores, drops, engineering, final grade ring adjustment, hand rails, aprons, pipe work, gaskets, demolition, trash racks, flow management, plugs larger than 8", flow thru plugs, water stop, back fill, compaction, inspections, concrete testing, concrete pumps, and excessive standby. Jenco Construction must have proper access for ready mix trucks and boom trucks. If there is not enough access the contractor will be responsible for providing a piece of equipment to either pour our ready mix or set the precast we provide. Prevailing wage is excluded unless noted below.

CITY	JOB LOCATION
TUCSON, AZ	22ND ST, ALVERNON TO SWAN

ITEM	DESCRIPTION	EACH	UNIT PRICE	TOTAL
1	60" SS MH PER RWRD 205 ON 12" PIPE AVE D=9.42'	14.00	$4,254.00	$59,556.00
2	60" SS MH VACUUM TESTING	14.00	$250.00	$3,500.00
	LINE 1, INCLUDES: CIP BASE, PRECAST STACKOUT, PAG 30" SS FRAME AND COVER, JOINT SEALANT, BOOM TRUCK AND CREW TO STACK MATERIAL, AND GROUT.			
	PRICES GOOD FOR 30 DAYS FROM DATE OF PROPOSAL			
			SUBTOTAL	$63,056.00
			TAX IF APPLICABLE	EXCLUDED
			TOTAL	$63,056.00

THANK YOU FOR YOUR BUSINESS!!!!
JERRY LEE

If you are in agreement with the terms and conditions please sign and return. Jenco Construction must have a signed copy of this quote prior to mobilizing onsite to begin construction.

On Behalf of the Contractor

James A. Walker, Estimator
Jenco Construction

1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

July 30, 2015

Interested Parties,

KE&G Construction, Inc. is soliciting quotations as the Construction Manager At Risk under the contract from Pima County for the construction of the RWRD project 22nd Street Sewer Augmentation Project No. 322AS5. This contract is for the installation of approximately 5,492 linear feet of new 12 inch PVC sewer and necessary appurtenances. The estimated start date for construction is October 01, 2015 and shall be completed no later than November 25, 2015. Please note in your bid package the project schedule as it applies to your specific bid package. Included as part of the work necessary for construction are the following scopes of work:

- 30 inch Jack & Bore
- New Manhole Installation
- Asphalt Saw Cutting
- Concrete Curbing / Sidewalk Replacement
- Pavement Trench Patching
- Trucking / Hauling
- Bypass Pumping

Bids are due on **Friday, August 7th at 3:00 PM.** Please note that late bids **will not** be accepted. Bids will be accepted via mail, fax, or email. Send questions via email to Brian Janski at bjanski@kegtus.com.

Please submit bids to:

KE&G Construction, Inc.
5100 S Alvernon Way
Tucson, AZ 85706
Fax: 520-748-8975
bvaldez@kegtus.com

Attached you will find the project plans, bid sheet (if applicable), project plan overview, construction schedule, and draft subcontract agreement. Please note the subcontract requirements which will need to be met without exception.

KE&G Construction, Inc.

Barbara Valdez

Barbara Valdez
Office Engineer

EXIBIT "A" - CONTRACTOR BID SHEET

BID SCHEDULE

BID OF: _____

_____

_____

_____

(CONTRACTOR'S NAME AND ADDRESS)

22nd Street Sewer Augmentation

The bidder has carefully examined the form of the Contract, Special Provisions, Pima County/City of Tucson Standard Specifications and Details, Construction Drawings, Technical Specifications, and will provide all necessary staffing, equipment, tools, apparatus, and other means of construction and complete all the work called for by said Documents in the manner prescribed therein, **COMPLETE, IN PLACE, AS FOLLOWS:**

ITEM NO.	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2.01	15,336 LF	Asphalt Sawcutting	$ _____	$ _____
2.02	14 EA	Curb Cuts	$ _____	$ _____
2.03	15 EA	Mobilization	$ _____	$ _____
5.45	2 EA	Manhole Coring	$ _____	$ _____
			TOTAL BASE BID	$_____

BID SCHEDULE CONTINUED

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to acknowledge Receipt of any Material Addendum may result in rejection of the bid.

ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE	ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE

BIDS MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE

Bidder hereby certifies that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

By submitting this bid, Bidder certifies that it possesses the appropriate license required by the Arizona Registrar of Contractors for the work herein.

Signature of Bidder: _____

Printed Name: _____ Date: _____

2.00 – Removals - Saw Cutting

DESCRIPTION:

The work under this section shall include all of the miscellaneous asphalt cutting. It should be noted that these specifications will supplement the PC/COT Standard Specifications for Public Improvements 2003 Edition.

PROJECT INFORMATION AND PHASING:

This project will be linear in nature. Saw cutting shall begin and continue on the mainline sewer between S Alvernon Road along 22nd Street to S Swan Road. Geotechnical investigation indicates the existing asphalt structural section varies from 8" to 10". All existing structural sections shall be assumed to include 10" of Pag 2. It is anticipated that a maximum of 500 linear feet of existing asphalt will be available at a time, both sides of the trench will need to be saw cut. The 2 manhole cores will take place at the upstream and downstream tie-in points of the new sewer pipe. The manhole cores will be 16" diameter cores. Subcontractor is required to work within the contractors existing traffic control which will provide a minimum of two travel lanes in each direction at all arterial streets between the hours of 6:00 AM and 6:00 PM.

METHOD OF MEASUREMENT

Lengths of asphalt saw cutting will be paid per lineal foot of the assumed 10" thickness.

Curb cuts will be paid per Each cut that is made.

Manhole cores will be paid per Each core that is done.

BASIS OF PAYMENT

It shall be noted that saw cutting will take place on an as needed basis throughout the project and additional compensation shall be made for each callout.

1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

Date

Name
Company
Address
City, ST Zip

Re: Job Name Job #

Dear ,

We are enclosing **Subcontract Agreement No. -S** for the work in connection with the above referenced project. Please execute the two copies of this Subcontract Agreement and return them to our office via regular mail or please print out one copy, execute, scan and return via email to:

KE&G Construction, Inc.
Attn:
5100 S. Alvernon Way
Tucson, AZ 85706

A fully executed copy will be returned for your files.

The Certificates of Insurance required in the attached subcontract must accompany the signed Subcontract Agreement and must indicate that they are in force, prior to the start of any work by your forces on this project. Please reference "Any and All Projects" on your insurance certificate, or reference the job number above on all certificates. If your company maintains an "Any and All Projects" certificate, a (project specific) certificate is not required.

No work is to begin on this project until the fully executed Subcontract Agreement, properly completed insurance certificates, and properly executed bonds (if required) are received by KE&G's Tucson office, as noted above.

Do not make any modifications to this Subcontract Agreement. Please notify me to discuss and coordinate any contract changes. Changes to this Subcontract Agreement will not be valid unless modified by written amendment.

For billing purposes, when invoices are submitted for partial payments under Section 5 of this Subcontract, please state on each invoice for each item of work, the current amount billed, as well as the total amount billed to date. In addition, please note **Job No.** on all invoices.

If you have any questions, please do not hesitate to call.

Regards,

KE&G Construction, Inc.

KE&G Project Coordinator Name
Job Title

cc: File .3.20

SUBCONTRACT AGREEMENT

KE&G Construction, Inc.
5100 South Alvernon Way
Tucson, Arizona 85706 Office:
(520) 748-0188 Fax: (520)
748-8975

SUBCONTRACTOR: ____
ADDRESS: ____
____
PROJECT TITLE: ____

SUBCONTRACT NUMBER: ____-S___
KE&G JOB NUMBER: ____
PRIME CONTRACT NO.: ____

THIS AGREEMENT (the "Agreement") is entered into this **06 day of September, 2013**, by and between ___ (the "Subcontractor"), and **KE&G CONSTRUCTION, INC.** (the "Contractor"), **WITNESSETH:**

SECTION 1. THE PROJECT: Contractor has been hired by _____ (the "Owner") to construct ___ (the "Project") in accordance with the terms and provisions of the Prime Contract No. ____ between the Owner and the Contractor, dated _____ (the "Prime Contract"), including all the general and special conditions, provisions, drawings, specifications, addenda numbers _____, and all other documents and revisions to date, as prepared by _____, forming or by reference made a part of the Prime Contract between the Contractor and Owner, and with particular reference to the below-listed technical and/or other sections or parts of the contract documents, all of which shall be considered part of this subcontract by reference thereto and they are as fully a part of this subcontract agreement as if hereto attached or the terms herein repeated, and the Subcontractor agrees to bind and obligate himself, in the performance of this subcontract, to the Contractor by the same terms, conditions, undertakings, and obligations that the Contractor is bound and obligated to the Owner by the Prime Contract insofar as the terms thereof shall not be in conflict with the terms hereof. Copies of said Prime Contract are on file in the office of the Contractor for Subcontractor's review, although Contractor may redact pricing information and other provisions from the Prime Contract as it deems reasonably necessary.

SECTION 2. SCOPE OF WORK: The Subcontractor agrees to furnish all labor, materials, tools, equipment, supplies, and supervision necessary or incidental to complete Work on the Project as follows:

Together with all authorized changes, this description as clarified by Project plans and specifications constitutes Subcontractor's "Work." When the Subcontractor does not install all material furnished under the subcontract, such material as is not installed is to be delivered F.O.B to the jobsite. The Parties each agree to proceed with the Project and the Work in good faith and in fair dealing. Each Party agrees to promote cooperation between the Parties and all other parties performing Work on the Project.

SECTION 3. SUBMITTALS: ___ copies of complete detailed shop drawings, lists and brochures for architect and/or engineer approval shall be submitted through Contractor office within ____ days of the date of this Agreement, as well as required material samples and color selections. ALL DRAWINGS REQUIRED OF THE SUBCONTRACTOR MUST BE SUBMITTED FOR APPROVAL OF THE ARCHITECT/ENGINEER THROUGH THE CONTRACTOR'S OFFICE.

SECTION 4. TIME OF PERFORMANCE: Time is of the essence in Subcontractor's performance of the Work. The Subcontractor shall furnish materials and prosecute the Work at the times herein provided for and otherwise in a prompt, diligent and expeditious manner and so as to promote the general progress of the entire construction and shall not, by delay or otherwise, interfere with or hinder the work of the Contractor or any other subcontractor. The Subcontractor agrees to keep itself informed as to the progress of the Project and to faithfully prosecute his Work, and several parts thereof, at such times and in such order as the Contractor considers necessary to keep the same sufficiently in advance of the other parts of the Project and to avoid any delay in the completion of the construction as a whole. The scheduled TIME OF PERFORMANCE OF THE WORK FORMING A PART OF THIS SUBCONTRACT IS IN ACCORDANCE WITH CONTRACTOR'S SCHEDULE IN ATTACHMENT "B".

SECTION 5. PAYMENTS: The Contractor agrees to pay the Subcontractor for material furnished and/or Work to be performed herein and performance of the subcontract as otherwise provided for herein the sum of _____ dollars, $_____ , subject to additions and deductions for changes as may be agreed upon, or determined, as provided herein and subject to adjustments from quantity of Work performed at unit prices set forth under section 2 above. The aforementioned sum includes all taxes of any nature whatsoever that may be assessed against or incurred by the Subcontractor in performance of its Work. Partial payments less a retained percentage of ___% will be made to the Subcontractor, provided the Subcontractor has submitted its payment request to the Contractor's office on or before the ____ day of each month, at the unit price set forth in Section 2 for Work and material incorporated into the construction and/or materials delivered to the site of the Work as estimated by the Owner's architect/engineer, less the aggregate of previous payments, providing payment for such Work and material has been approved by the Owner and payment has been received from the Owner by the Contractor, and upon complete performance of this subcontract and approval and acceptance of the Subcontractor's Work and material by the architect/engineer, the Contractor shall make final payment to the Subcontractor of the balance due to him within ___ days after Contractor receives final payment from Owner. No payment on account shall be considered as an approval and/or acceptance of Work done or materials furnished, or any part thereof. The Subcontractor agrees the monies shall not be diverted to satisfy obligation of the Subcontractor on other contracts and the Subcontractor agrees to furnish proof of same upon written request of the Contractor. Contractor may issue joint checks payable to Subcontractor and its subcontractors and/or suppliers.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT by their proper officers duly authorized herein.

CONTRACTOR: **KE&G CONSTRUCTION, INC.**

Signature Date

Print Name Title

AZ Contractors License Numbers: ROC 227962; ROC 227963

SUBCONTRACTOR:

Signature Date

Print Name Title

AZ License # SS#/FEIN

SECTION 6. DELAY DAMAGES: The Prime Contract contains a liquidated damages clause in the amount of _____. Should the Subcontractor default in the proper performance of its Work, thereby resulting in delay, then Subcontractor shall be liable to Contractor for any and all loss and damages, including but not limited to liquidated damages assessed against the Contractor, extended general conditions, and Contractor's lost or foregone overhead and profit.

SECTION 7. SCHEDULES: Subcontractor shall perform its Work in accord with the Project schedule to be prepared by Contractor, which schedule shall be attached to this Agreement as Exhibit A upon its preparation. Subcontractor agrees to fully cooperate with the Contractor in maintaining and complying with Contractor's Project schedule. Upon request by the Contractor, the Subcontractor shall furnish the Contractor in writing appropriate information concerning its progress on the Work, including a progress schedule. Subcontractor's information and schedule will show in detail if required in Contractor's sole discretion the procurement, shop drawing, fabrication, delivery and installation activities of all the major components of Work. Subcontractor agrees to meet and keep this schedule and to apprise the Contractor monthly of its schedule progress, which term is a material condition of this Agreement. Subcontractor will adjust its performance schedule and pay all costs necessary to meet the Project schedule.

SECTION 8. EXTENSION OF TIME: No allowance of an extension of time, for any cause whatsoever, shall be claimed by the Subcontractor or be made to him, unless the Contractor and Subcontractor have agreed in writing upon the allowance of additional time to be made, the agreement for which must arise out of Subcontractor's written request for such extension made within forty eight hours after the cause of such extension occurred. No allowance of an extension of time shall, in any event be made to the Subcontractor, for delay by the Subcontractor in preparing submittals, or in securing approval of the architect or engineer thereto, when such submittals are not properly prepared, or when the Subcontractor, by the exercise of reasonable diligence and judgment, could have anticipated and avoided the delay.

SECTION 9. CLEANUP: Subcontractor will at all times maintain the site, all staging areas, and all surrounding sites free of debris and waste caused by its operations performed pursuant to this Agreement. Subcontractor shall not be held responsible for such site conditions caused by others, but Contractor may assess Subcontractor and offset any costs it incurs for removal of waste caused by Subcontractor's operations.

SECTION 10. WITHHOLDING OF FUNDS: The Contractor may deduct from any amounts otherwise due or to become due to the Subcontractor any sum or sums owing by the Subcontractor to the Contractor whether from a previously-approved pay application or all or a portion of a rejected pay application in an amount the Contractor determines to be sufficient to protect Contractor from loss or damage for which the Contractor may be liable. Contractor may reduce any payment to Subcontractor to offset or recoup any liability Subcontractor has to Contractor under this Agreement, including damage or loss Contractor incurs due to Subcontractor's failure to perform the Work in accord with all terms and conditions of this Agreement. Contractor is not liable for interest or other penalty for any amount withheld from a progress or final payment under this paragraph.

SECTION 11. CHANGES: The Owner or the Contractor may request changes in or to the timing or sequence of Subcontractor's Work, which changes may impact the pricing or time requirements of this Agreement. All changes in the Subcontractor's Work that affect the Subcontract value or time shall be formalized in a Change Order. In the absence of an agreement on the terms of Subcontractor's performance of the change, the Contractor may issue a written order directing Subcontractor to make changes in materials to be furnished or Work to be performed under this Agreement or additions thereto or omissions therefrom so long as the directed changes generally are of the type or character already within Subcontractor's Work. Upon receipt of any such directive, the Subcontractor shall not stop or suspend its performance but shall diligently perform the Work as changed regardless of whether the Contractor and Subcontractor are able to agree whether or to the extent the changes have any effect on the price or time requirements of this Agreement. Subcontractor must submit its costs for changes not reflected in a formal Change Order beginning with its next regularly-scheduled pay application. If there is a dispute as to the cost of the change, the Contractor shall pay Subcontractor 50% of its estimated cost to perform the change as it becomes due pursuant to Section 5, with each party reserving its right as to all amounts in dispute. Subcontractor expressly acknowledges that the Contractor may be damaged for Subcontractor's failure to timely perform changes to the Work as directed, including disputed changes.

SECTION 12. EARLY TERMINATION OF WORK: In the event the Owner by any reason suspends or terminates the construction of the Project or any portion thereof, the Subcontractor shall be entitled to payment for the Work done up to the time of such suspension or cancellation.

SECTION 13. FAILURE TO PERFORM: In the event the Subcontractor fails to comply with the provisions herein for any reason as to the character of the Work and time of performance, refuses to proceed with the Work as directed by the Contractor, or fails to perform said Work in accordance with Project plans and specifications, in whole or in part, or fails to perform any term, covenant or condition contained in this Agreement, then the Contractor may, at the Contractor's option and upon twenty-four (24) hours written notice and without prejudice to any other right or remedy, take any steps the Contractor deems expedient to finish the Work and pay any claims. If the unpaid balance of the Agreement exceeds the expense of finishing the Work or if Contractor experiences damages for the delayed completion of Subcontractor's Work, then Subcontractor shall pay all damages for delay Contractor assesses or other damages and expenses Contractor incurs, including any reasonable overhead and profit Contractor assesses. Contractor, by entering into this Agreement, does not waive any tort remedies, including those solely involving economic loss, it may have against Subcontractor, whether arising out of or related to Subcontractor's scope of work or otherwise. Contractor expressly preserves any tort claims, remedies, and damages it may have against Subcontractor, whether arising out of related to Subcontractor's scope of work or otherwise.

SECTION 14. INSURANCE: THE SUBCONTRATOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES DURING THE PERFORMANCE OF THIS SUBCONTRACT THE FOLLOWING:

1) *Carrier* (insurance company) shall **be rated A-VII or better** by A.M. Best AND authorized to do business in the State of Arizona.
2) All policies shall be an **occurrence basis** form. "Claims made" policies are NOT acceptable.
3) Certificate **may cover multiple jobs if it states "All *Operations*"** and conforms to all applicable requirements listed herein.
4) Waivers of subrogation – Subcontractor will waive any subrogation rights it may have falling within the following categories of possible Project liability or insurance: worker's compensation, general liability, automobile liability, Contractor's equipment and any builder's risk/installation floater.
5) Auto liability covering owned, hired, and non-owned vehicles. Auto policy shall include KE & G Construction, Inc., the owner(s) of the project, their officers, directors, agents, members, employees and others as required by contract as Additional Insureds.
6) If Subcontractor's insurance is considered inadequate, it shall pay any additional premium required by its carrier to obtain the minimum coverage required under this Agreement.
7) Umbrella Liability Insurance: KE&G Construction, Inc., the Owner, their respective directors, officers, employees, members, agents and others are also additional insureds.

ALL CERTIFICATES SHALL INCLUDE:

1) Separate endorsement (attached to Insurance Certificate) for liability insurance only:
   - **Additional Insured.** To the fullest extent permitted by law, General Liability and Excess Liability shall include Contractor, the Owner(s) of the project, their officers, directors, agents, members, employees and others as required by contract as Additional Insured(s) providing "Your Work" coverage (including both On-Going and Completed Operations coverage) arising out of work perfomed for the Contractor by the Subcontractor. Additional Insured status for the Contractor, the Owner(s) of the project, their officers, directors, agents, members, employees and others as required by contract shall extend from the date of commencement of the work under the project until the expiration of the period established in the applicable state's statute of repose.
   - **Aggregate Limits of Insurance (per Project).** Each work order under a master contract is considered a separate project.
   - **Primary Insurance.** The Subcontractor's policy shall contain an endorsement making its policy primary and coverage maintained by KE&G Construction, Inc., the Owner and others as required by contract excess and non-contributing, either via language added to the additional insured endorsement or by a separate endorsement.
   - No limiting endorsements permitted for a required coverage.

The acceptance of an incorrect certificate by KE&G or its failure to obtain any certificate from Subcontractor does NOT waive the Subcontractor's obligations to comply with all insurance requirements of this Agreement.

MINIMUM POLICY LIMITS: (Does not limit your liability or obligation to indemnify, hold harmless and defend KE&G Construction, Inc., the Owner or others as required under the contract documents.) If you have or obtain insurance coverage in amounts in excess of those listed below, such additional insurance coverage shall also apply to the benefit of the indemnities/additional insured.

SUBCONTRACTOR'S INITIALS _____

DATE _____

1. Commercial General Liability Insurance:
   - $2,000,000 General aggregate (applicable to each Project)
   - $2,000,000 Products-completed operations aggregate
   - $1,000,000 Personal injury liability
   - $1,000,000 Each occurrence
2. Business Automobile Liability Insurance:
   - $1,000,000 Each occurrence
3. Worker's Compensation And Employer's Liability Insurance:
   - (Including U.S. Long Shoreman and Harbor Worker's Act/Jones Act where applicable)
   - $1,000,000 Each accident (bodily injury by accident)
   - $1,000,000 Disease – Policy Limit (Bodily Injury by Disease)
   - $1,000,000 Disease – Each Employee (Bodily Injury by Disease)
4. Umbrella Liability:
   - $1,000,000 Each occurrence
   - $1,000,000 Annual Aggregate

No insurer may cancel any policy in place as of the date this Agreement is executed without 30 days advance notice to Contractor.

SECTION 15. INDEMNITY AND OTHER REQUIREMENTS: To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Contractor, the Owner, and each of their respective agents and employees (the "Indemnitees") from and against all claims for bodily injury and property damage that may arise from the performance of the Subcontract Work, including reasonable attorney's fees, costs, and expenses arising from the performance of the Work, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Subcontractor, Subcontractor's subcontractors or suppliers, or any other person or entity employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

The only exception to the Subcontractor's duties under this paragraph will be to the extent a particular claim is the result of the sole negligence of an Indemnitee, and in that event, the Subcontractor will not be obligated to indemnify the Indemnitee. The Subcontractor's duty to defend will be a separate and distinct obligation from the duty to indemnify the Indemnitees and is enforceable regardless of fault or negligence. The obligations stated under this paragraph shall survive all terminations of this Agreement.

In any and all claims against the Indemnitees by any employee or the Subcontractor, anyone directly or indirectly employed by the Subcontractor, or anyone whose acts the Subcontractor otherwise may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

SECTION 16. INDEPENDENT CONTRACTOR: The status of the Subcontractor shall be that of an independent contractor. Neither Subcontractor, Subcontractor's officers agents or employees, nor any other party hired to perform any portion of the Work shall be considered an employee of Contractor or be entitled to receive any employment-related benefits from Contractor or its benefit providers. Subcontractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Agreement and shall indemnify and hold Contractor harmless from any and all liability which Contractor may incur because of Subcontractor's failure to pay such taxes. Subcontractor shall be solely responsible for program development and operation. Subcontractor will be fully responsible for all acts and omissions of any subcontractor, supplier, any person directly or indirectly employed to perform any portion of the Work, and any perform for whose acts or omissions any of them may be liable to the same extent that Subcontractor is responsible for the acts and omissions of persons directly employed by it.

SECTION 17. PROJECT RECORDS: Subcontractor will maintain detailed records of all its Work for a minimum of six years following final completion of all Project Work. If the Project constitutes residential work, Subcontractor will maintain these records for a minimum of nine years. Subcontractor will allow Contractor prompt access to all Project records.

SECTION 18. THIRD PARTY BENEFICIARY: Subcontractor may only execute contracts with third parties to perform portions of the Work if its subcontractors and suppliers are bound by the terms of this Agreement. Subcontractor shall ensure that Contractor is a third-party beneficiary of any contract executed between Subcontractor and any such third-party, but this Agreement is not intended to confer any rights or remedies of any nature upon any person other than the parties. Contractor expressly reserves its ability to bring a civil action and to obtain relief against any third-party performing work for Subcontractor.

SECTION 19. ASSIGNMENTS: The Subcontractor shall not assign or sublet this Agreement or any part thereof without written consent of the Contractor.

SECTION 20. ASSIGNMENT OF FUNDS: The Subcontractor shall not assign, or attempt to assign, in any manner, at any time, funds accrued or to accrue under this subcontract, without written consent of the Contractor. And no such assignment shall be binding on the Contractor unless and until accepted in writing by the Contractor.

SECTION 21. RULINGS: It is agreed that the Subcontractor shall be bound by the rulings and decisions of the Owner to the same extent and degree that the Contractor is bound by said rulings and decisions insofar as they may pertain to the Work included within this Subcontract Agreement.

SECTION 22. BOND: If so stated under Section 2 above, the Subcontractor further agrees to provide the Contractor with payment and performance bonds that satisfy all requirements of Arizona Revised Statutes, Title 34, as if Subcontractor were performing the Work directly for a public entity. All bonds shall be provided to Contractor within ten (10) days from date of this subcontract

SECTION 23. SCHEDULE OF VALUES: If Section 22 above is waived, the Subcontractor agrees to furnish the Contractor with a complete schedule of values, including a list of any parties it will contract with to perform any portion of the Work and suppliers of all material therefor Subcontractor intends to use during the performance of the Project, along with approximate respective dollar amounts. Subcontractor agrees to keep this list current at all times by advising Contractor immediately of any changes. Subcontractor shall provide Contractor with lien waivers from all its subcontractors and suppliers prior to the Subcontractor receiving each payment from Contractor; Subcontractor authorizes Contractor to contact Subcontractor's suppliers and subcontractors to obtain and verify account information pertaining to this Project.

SECTION 24. EQUAL EMPLOYMENT OPPORTUNITY: The Subcontractor will comply with all provisions of Paragraphs 1 though 6 of Section 301, of Executive Order No. 10925 of 6 March 1961, as amended by Executive Order No. 11114 of 22 June 1963. In conformance with Executive Order 11246 and as a performance standard and condition of contract compliance, the Subcontractor agrees to adopt, adhere to, and otherwise abide by and enforce an Equal Employment Opportunity and Anti-discrimination (EEO) Policy with respect to the recruitment, selection, employment and performance standards involving the Subcontractor's work force. The Subcontractor shall provide a copy of their policy statement and otherwise provide records to prove, and/or demonstrate, compliance with an EEO Policy as reasonably requested, as conditions of bid acceptance, contract performance and work completion. In the event the Subcontractor does not demonstrate, at the time of either bid submission or contract award, their own EEO Policy as described in the above and foregoing standard, then the Subcontractor agrees to modify in name and accept, adopt and implement as their own, the EEO Policy of KE&G, a copy of which is attached (See Attachment A) and incorporated into and made part of this contract as a requirement, by reference herein.

SECTION 25. RESPONSIBILITY FOR WORK: Subcontractor shall be responsible for all Work required of it under this Agreement, property and/or materials until completion and final acceptance of the Project by the Owner, and Subcontractor shall bear the risk of any loss or damage until such acceptance. In the event of loss or damage, Subcontractor shall proceed promptly to make repairs, or replacement of the damaged Work, property and/or materials at its own expense, as directed by the Contractor. Subcontractor waives all rights it might have against Owner and Contractor for loss or damage to Subcontractor's Work, property, or materials.

SUBCONTRACTOR'S INITIALS _____

DATE _____

SECTION 26. OPERATING INSTRUCTION AND WORK GUARANTEE: The Subcontractor shall furnish all operating instructions, parts lists, and manuals pertinent to requirements of the Prime Contract and shall guarantee all Work performed herein against defective material and/or workmanship for a period of one year from date of acceptance by the Owner of the completed contract, unless a longer period of guarantee is called for in writing or at law.

SECTION 27. HOISTING: Subcontractor shall not use Contractor's hoisting facilities without Contractor's written authority. Hoisting where requested and provided shall be maintained only on a scheduled basis at Contractor's sole convenience and Subcontractor's cost.

SECTION 28. SAFETY: Subcontractor shall maintain its own safety program in a manner and substance sufficient to protect Contractor and Owner from all claims arising out of Subcontractor's Work. Subcontractor shall be responsible for all safety requirements within the scope of its Work unless otherwise agreed to in writing between the parties. In performing any Work under this Agreement in or on the areas which are under the direct control of the Owner and or the Contractor, the Subcontractor shall; (a) conform to all safety regulations and requirements prescribed by the federal, county, city, and any other agency or the Contractor having cognizance of the Work being performed: (b) take such additional precautions as the Contractor and/or Owner may reasonably require for safety and accident prevention purposes. The Subcontractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Subcontractor's, Contractor's, and Owner's personnel performing or in any way in contact with the performance of this subcontract. Any violation of such rules and requirements, unless promptly corrected as directed by the Contractor and/or Owner shall be grounds for termination of this Agreement. Subcontractor's general indemnification obligations under this Agreement require Subcontractor to indemnify, defend, and hold harmless Contractor and Owner from all applicable safety requirements or violations within the scope of Subcontractor's Work.

SECTION 29. WAIVERS: Waivers of any breach hereof shall not constitute a waiver of any subsequent breach of the same or any other provision hereof.

SECTION 30. LAYOUT AND RESPONSIBILITY: The Contractor shall establish principal axis lines and levels whereupon the Subcontractor shall lay out and shall be strictly responsible for the accuracy of its Work and for any loss or damage to the Contractor or to other Subcontractors engaged in Work on the site by reason of failure of the undersigned Subcontractor to set out or perform correctly its Work. The Subcontractor shall exercise prudence so that actual final conditions and details shall result in perfect alignment of finish surfaces.

SECTION 31. HEADINGS: The section headings appearing in this subcontract are inserted as a matter of convenience only, and for reference purposes only, and are not intended to be a part of this subcontract, or in any way to define, limit or describe the scope and intent of the particular section to which they refer.

SECTION 32. ALTERNATIVE DISPUTE RESOLUTION: The parties agree that all claims, disputes and causes of action arising from or related to this Agreement, whether sounding in contract or in tort, shall first be subject to mediation and then arbitration. Unless the parties agree within ten (10) days of any notice of claim from one party to the other, the Mediator shall be chosen by the Presiding Civil Judge of the Pima County Superior Court with mediation to occur in Tucson, Arizona. Any and all claims not resolved by mediation will be subject to arbitration. The Parties agree that a single arbitration may be conducted regarding all related Project disputes and require that its subcontractors and suppliers also agree. Unless the parties agree within twenty (20) days of the timely demand for arbitration, the Arbitrator shall be chosen by the Presiding Civil Judge of the Pima County Superior Court. Arbitration will be conducted under A.R.S. §12-3001 *et. seq.* with arbitration to occur in Tucson, Arizona. The prevailing party at arbitration shall be awarded its reasonable attorneys' fees, costs of mediation, costs of arbitration, arbitration filing fees, fees of the mediator and arbitrator, and fees and costs of expert witness. The parties shall be entitled to reasonable discovery and to injunctive relief, which may be confirmed in the Superior Court even on a preliminary order. To the extent the Prime Contract contains alternative dispute resolution requirements which conflict with the requirements of this paragraph, they will govern.

SECTION 33. Subcontractor agrees to make no claim against Contractor for costs or damages resulting from delay in the performance of the subcontract, from any cause including but not limited to delay from or related to any act or omission of the Contractor or Owner or their agents. Subcontractor waives and releases any and all claims it ever had, now has, or may have in the future for direct and consequential damages against Contractor arising out of the Project and/or Subcontractor's Work. Unless Contractor recovers compensation for the delay from the Owner, Subcontractor agrees that an extension of time to complete performance of Work shall be Subcontractor's exclusive remedy; should Contractor recover compensation from Owner for any delay, Subcontractor agrees that any claim for compensation is limited to an equitable share of the recovery. As examples and not as limitation, Subcontractor shall not be entitled to damages, costs, or payment of money from Contractor and waives any right to make any claims against Contractor for additional compensation or any costs or losses arising from or related to delayed performance of Subcontractor's Work, including but not limited to, changes in the Work, design defects, delay in obtaining required approvals or testing, failure of Owner to make payment, any act, neglect, default or failure of performance by Contractor or other Subcontractors or suppliers, delay in obtaining title or possession of land or acquiring rights-of-way, failure to provide access, failure to furnish required materials, differing site conditions, Owner delay in obtaining financing, delay in obtaining permits, delays in scheduling or the coordination of the Work, or delay or breach the performance of any other conditions or terms required by the contract documents unless Contractor receives payment for such damages on behalf of Subcontractor. Subcontractor will fully cooperate with Contractor in connection with any claims raised by or against Owner. If Contractor recovers damages for delay on behalf of the Subcontractor, Subcontractor shall pay or reimburse Contractor all costs and fees, including attorneys' fees and expert witness fees, incurred by Contractor in obtaining the additional compensation; payment to Subcontractor shall be less Contractor's charge of fifteen percent (15%) for overhead plus five percent (5%) for profit.

SUBCONTRACTOR'S INITIALS _____

DATE _____

KE&G Construction, Inc.

EQUAL OPPORTUNITY EMPLOYMENT POLICY

Date: January 1, 2007

To: All Employees, Job Applicants, Referral Agencies and EEO Compliance Officers

From: Office of the President

Subject: Equal Employment Opportunity Policy

As a reminder to all our employees, job applicants, referral agencies and authorized representatives from agencies of jurisdiction, KE&G has, at its core of management philosophy and practice, a policy of equal employment opportunity for all. KE&G does not discriminate against any job applicant, or employee, on the basis of race, color, religion, national origin, handicap, age or sex. We will continue to take affirmative action to insure that this policy is enforced consistently with regard to employment, upgrading, transfer, demotion, recruitment and recruitment advertising, layoff and termination, compensation, training and working conditions.

As an example of our enforcement efforts, KE&G summarizes our equal employment opportunity policy in our Employee Information Guide and other published information. KE&G refers to our equal employment opportunity policy in our recruitment advertising, job notices and bid submissions when and to the extent this reference is applicable and appropriate.

KE&G continues to make it understood by the employment entities with whom we deal, and in our employment opportunity announcements that the foregoing is our policy, and that job applicants and employees will continue to be compensated, trained, advanced, demoted, terminated, hired and transferred solely on the basis of their skill, devotion, loyalty, honesty, reliability and integrity; particularly, as these factors relate to the employee's ability to meet reasonable and expected job standards.

All employees of KE&G are requested to encourage minorities, women, Veterans of the Vietnam Era and qualified handicapped persons to make application for employment with the company or to apply for training in an approved On-the-Job Training or Apprenticeship program. KE&G continues to publish in its Employee Information Guide and in other publication our company's commitment to providing reasonable accommodations for qualified individuals with a known handicap.

It is the policy of KE&G that all facilities, property and company activities are non-segregated, except where toilet, bathroom and necessary changing facilities are appropriately provided to assure privacy between the sexes.

KE&G continues to enforce its policy against sexual or other illegal, harassment or discrimination at work. This policy is also enforced in work-related activity or capacity. It is our company's policy to maintain a work environment free of harassment, intimidation and coercion in all areas, locations, and condition of employment and work assignment. KE&G takes this policy seriously, and all complaints, concerns or inquiries are taken seriously and investigated. Any complaint, concern, issue or inquiry pertaining to this policy, its violation, or enforcement, should be immediately called to the attention of the supervisor, the Project Manager, or the Office of the Controller, as may be appropriate.

For further information, or to make a complaint, raise an issue, or voice a concern, please contact KE&G's designated Equal Employment Opportunity Officer at **5100 S. ALVERNON WAY, TUCSON, AZ 85706.** Phone (520) 748-0188 Fax (520) 748-8975.

SUBCONTRACTOR'S INITIALS _____

DATE _____

Project Schedule:

SUBCONTRACTOR'S INITIALS _____

DATE _____

To All Subcontractors,

All of our lien waivers and supplier releases need to be notarized.

If anyone other than an officer of your company is sent to pick up a check, a letter of authorization signed by an officer of your company and notarized on your company letterhead must be presented. We have included an example of an authorization letter for your convenience. This letter will be kept on file for future reference.

Thank you for your cooperation in this matter. Should you have any questions please contact our Lien Officer at (520) 748-0188.

(Your Company Letterhead)

Date

KE&G Construction, Inc.
5100 South Alvernon Way
Tucson, AZ 85706

To whom it may concern,

Below is a list of persons authorized to sign partial and/or final lien waivers for our company as of this date. We will notify you immediately of any additions or deletions.

PRINTED NAME	SIGNATURE
PRINTED NAME	SIGNATURE
PRINTED NAME	SIGNATURE
PRINTED NAME	SIGNATURE

Sincerely,

(Company Name)

(Name & Title)

State of)
)ss.
County of)

Signed and sworn to before me this _____ day of _____, _____

By: _____ of _____.
PRINTED NAME OF PERSON SIGNING COMPANY NAME

_____ My commission expires _____.
NOTARY PUBLIC

INFORMATION SHEET

COMPANY NAME

ADDRESS

CITY STATE ZIP ( ) PHONE

CHECK ONE:
- ☐ INDIVIDUAL
- ☐ LIMITED PARTNERSHIP
- ☐ STATE OF INCORPORATION
- ☐ PARTNERSHIP
- ☐ CORPORATION
- ☐ OTHER _____

TYPE OF BUSINESS

YEARS IN BUSINESS

SUBCONTRACTORS LICENSE NUMBER(S)

INSURANCE CARRIER

FEDERAL ID NUMBER

STATE TAX NUMBER

PRINCIPALS:

NAME POSITION

NAME POSITION

NAME POSITION

NAME POSITION

Brian Janski

From: Christine <christine@customsawcuts.com>
Sent: Friday, August 07, 2015 7:55 AM
To: Brian Janski
Subject: RE: CMAR 22nd St Sewer Augmentation Bid Packages
Attachments: Doke&gcument (3).pdf

Hi there. Here's our company proposal on 22nd St. NON-DAVIS BACON Project. Please let me know If you have any ???

Thanks....happy Friday!

Custom Saw Cuts
520-624-2191
More than just a sawing company!

Christine T. Marra-Sainz
Estimator/Customer Service Manager
520/488-6041 cell

From: Brian Janski [mailto:bjanski@kegtus.com]
Sent: Tuesday, August 04, 2015 6:39 AM
To: Christine
Subject: RE: CMAR 22nd St Sewer Augmentation Bid Packages

Christine,

All asphalt is between 8" and 10" throughout the project. You only need to figure one price for the length. All other assumptions are correct.

From: Christine [mailto:christine@customsawcuts.com]
Sent: Tuesday, August 04, 2015 6:36 AM
To: Brian Janski <bjanski@kegtus.com>
Subject: CMAR 22nd St Sewer Augmentation Bid Packages

Morning Sunshine!!

Ok, this is what I will assume in the proposal.

Non-Davis Bacon, M-F normal business hours assumed. Cutting only, no vacuuming of slurry. Layout and cleanup by contractor.

On the 15335lf asphalt ...I will figure 2"-6" per inch foot pricing, 7"-10" per inch foot pricing, etc. Also due to it being sewer cuts I will assume the cuts are long and continuous. Curbs are vertical w/asphalt in front so accessible with gas slab saw

I will figure a lf pricing with minimum call out.

All correct-o-mundo? :)

Have a great day.

I will start working on this.

Custom Saw Cuts
520-624-2191
More than just a sawing company!

Christine T. Marra-Sainz
Estimator/Customer Service Manager
520/488-6041 cell

From: Barbara Valdez [mailto:bvaldez@kegtus.com]
Sent: Monday, August 03, 2015 2:57 PM
To: undisclosed-recipients:
Subject: CMAR 22nd St Sewer Augmentation Bid Packages

Please attached bid package for CMAR 22nd St. Sewer Augmentation. If you have any questions contact Brian Janski at bjanski@kegtus.com .

Bids are due to me by Friday August 7, 2015, 3:00 PM

Regards,
Barbara

Barbara Valdez, Office Engineer
KE&G Construction, Inc.
5100 S. Alvernon
Tucson, AZ, 85706
(520) 748-0188 W
(520) 748-8975 F
(520) 940-8424 C

EXIBIT "A" - CONTRACTOR BID SHEET

BID SCHEDULE

BID OF: Custom Saw Cuts Inc
2550 E Benson Hwy
Benson AZ 85706
520/ 624-2191 office

(CONTRACTOR'S NAME AND ADDRESS)

22nd Street Sewer Augmentation

The bidder has carefully examined the form of the Contract, Special Provisions, Pima County/City of Tucson Standard Specifications and Details, Construction Drawings, Technical Specifications, and will provide all necessary staffing, equipment, tools, apparatus, and other means of construction and complete all the work called for by said Documents in the manner prescribed therein, **COMPLETE, IN PLACE, AS FOLLOWS:**

ITEM NO.	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2.01	15,336 LF	Asphalt Sawcutting 10" thick	$ 1.20 LF	$ 18403.20
2.02	14 EA	Curb Cuts: Vertical 1" asphalt infront	$ 20.00	$ 280.00
2.03	15 EA	Mobilization / Min. call out 187.00	$ 0	$ 0
5.45	2 EA	Manhole Coring upto 42" deep	$ 1000.00	$ 2000.00
			TOTAL BASE BID	$ 18683.20

* M-F normal business hours.
No rec of story. Cutting only.
Stand-by may be billed @ 2nd minute.
Layout & final clean up by contractor.

BID SCHEDULE CONTINUED

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to acknowledge Receipt of any Material Addendum may result in rejection of the bid.

ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE	ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE
			Per Email 8/13/15	Cindy Hodge	8/17/15

BIDS MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE

Bidder hereby certifies that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

By submitting this bid, Bidder certifies that it possesses the appropriate license required by the Arizona Registrar of Contractors for the work herein.

Signature of Bidder: _____

Printed Name: Christine T. Mora-Sanz Date: 8/7/15

1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

July 30, 2015

Interested Parties,

KE&G Construction, Inc. is soliciting quotations as the Construction Manager At Risk under the contract from Pima County for the construction of the RWRD project 22nd Street Sewer Augmentation Project No. 322AS5. This contract is for the installation of approximately 5,492 linear feet of new 12 inch PVC sewer and necessary appurtenances. The estimated start date for construction is October 01, 2015 and shall be completed no later than November 25, 2015. Please note in your bid package the project schedule as it applies to your specific bid package. Included as part of the work necessary for construction are the following scopes of work:

- 30 inch Jack & Bore
- New Manhole Installation
- Asphalt Saw Cutting
- Concrete Curbing / Sidewalk Replacement
- Pavement Trench Patching
- Trucking / Hauling
- Bypass Pumping

Bids are due on **Friday, August 7th at 3:00 PM**. Please note that late bids **will not** be accepted. Bids will be accepted via mail, fax, or email. Send questions via email to Brian Janski at bjanski@kegtus.com.

Please submit bids to:

KE&G Construction, Inc.
5100 S Alvernon Way
Tucson, AZ 85706
Fax: 520-748-8975
bvaldez@kegtus.com

Attached you will find the project plans, bid sheet (if applicable), project plan overview, construction schedule, and draft subcontract agreement. Please note the subcontract requirements which will need to be met without exception.

KE&G Construction, Inc.

Barbara Valdez

Barbara Valdez
Office Engineer

EXIBIT "A" - CONTRACTOR BID SHEET

BID SCHEDULE

BID OF: _____

_____

_____

_____

(CONTRACTOR'S NAME AND ADDRESS)

22nd Street Sewer Augmentation

The bidder has carefully examined the form of the Contract, Special Provisions, Pima County/City of Tucson Standard Specifications and Details, Construction Drawings, Technical Specifications, and will provide all necessary staffing, equipment, tools, apparatus, and other means of construction and complete all the work called for by said Documents in the manner prescribed therein, **COMPLETE, IN PLACE, AS FOLLOWS:**

ITEM NO.	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
7.01	2,500 LF/DAY	Temporary Concrete Barrier (In Use)	$ _____	$ _____
7.02	250 EA/DAY	Temporary Impact Attenuation (Sand Barrel) (In Use)	$ _____	$ _____
7.03	400 EA/DAY	Flashing Arrow Panel	$ _____	$ _____
7.04	200 EA/DAY	Changeable Message Board	$ _____	$ _____
7.05	2,500 EA/DAY	Traffic Cones	$ _____	$ _____
7.06	25,000 EA/DAY	Vertical Panel	$ _____	$ _____
7.07	7,500 EA/DAY	Barricade (Type II)	$ _____	$ _____
7.08	200 EA/DAY	Barricade (Type III)	$ _____	$ _____
7.09	200 EA/DAY	Flashing Warning Light (Type A)	$ _____	$ _____
7.10	7,500 EA/DAY	Flashing Warning Light (Type B)	$ _____	$ _____
7.11	25,000 EA/DAY	Steady Burn Warning Light (Type C)	$ _____	$ _____
7.12	5,000 EA/DAY	Standard Intensity Reflective Sheeting, Small Sign (Less Than 10 SF)	$ _____	$ _____
7.13	5,000 EA/DAY	Standard Intensity Reflective Sheeting, Large Sign (10 SF or Larger)	$ _____	$ _____
7.14	1,800 EA/DAY	Portable Sign Stand (Spring Type)	$ _____	$ _____
7.15	5,000 EA/DAY	Portable Sign Stand, Small Sign (Less than 10 SF)	$ _____	$ _____

7.16	5,000 EA/DAY	Portable Sign Stand, Large Sign (10 SF or Larger)	$ _____	$ _____
7.17	3,600 EA/DAY	High Level Flag Tree Sign Stand	$ _____	$ _____
7.18	2,000 HOUR	Flagging Services (Civilian)	$ _____	$ _____
7.19	400 HOUR	1 Man / 1 Truck	$ _____	$ _____
7.20	400 HOUR	2 Men / 1 Truck	$ _____	$ _____
7.21	200 HOUR	2 Men / 2 Trucks	$ _____	$ _____
			TOTAL BASE BID	$_____

BID SCHEDULE CONTINUED

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to acknowledge Receipt of any Material Addendum may result in rejection of the bid.

ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE	ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE

BIDS MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE

Bidder hereby certifies that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

By submitting this bid, Bidder certifies that it possesses the appropriate license required by the Arizona Registrar of Contractors for the work herein.

Signature of Bidder: _____

Printed Name: _____ Date: _____

8.01-TRAFFIC CONTROL

DESCRIPTION: The project consists of the installation of a new 12" diameter sewer line located within 22nd street from Alvernon Way to Swan Road. The sewer line is approximately one mile in length and will require traffic control throughout the alignment of the sewer line and surrounding areas. See attached plans for sewer line location.

METHOD OF MEASUREMENT of the Standard Specifications is modified to add:

The contractor will reimburse the sub-contractor for the work under this section on the basis of bid prices inclusive of Sand Bags and Flags.

Construction Area Elements of the Standard Specifications is modified to add:

(A) **Elements of Work (In-Use) and Flagging:** The elements of work listed under this subsection will be measured for payment from the time at which the element is put into active use on the project and accepted by the Engineer until such time that the Engineer determines that the element is no longer required. Individual flags and sandbags used in conjunction with the traffic elements of work shall be considered incidental items. No separate payment shall be made for flags or sandbags and their cost shall be included in their respective elements of work. The work shall also include all maintenance, cleaning, and repair of all elements. The Engineer must also approve the use of Flagging Services. Flagging Services will be paid as indicated in this subsection as well as the Bidding Schedule. Labor rates will be paid from the time devices arrive on site to the time setting is completed.

Elements of Work	Unit	Rate
Temporary Concrete Barrier (In Use)	L.F./Day	BID
Temporary Impact Attenuation (Sand Barrel) (In-Use)	Each/Day	BID
Drum (18" x 36")	Each/Day	BID
Flashing Arrow Panel	Each/Day	BID
Changeable Message Board	Each/Day	BID
Pilot Truck and Driver	Hour	BID
Attenuator Truck and Driver	Hour	BID
Traffic Cones (28 inch)	Each/Day	BID
Vertical Panel	Each/Day	BID
Barricade (Type II)	Each/Day	BID
Barricade (Type III)	Each/Day	BID
Flashing Warniilg Light (Type A)	Each/Day	BID
Flashing Warning Light (Type B)	Each/Day	BID
Steady-Burning Warning Light (Type C)	Each/Day	BID
Standard Intensity Reflective Sheeting, Small Sign (Less Than 10 S.F.)	Each/Day	BID
Standard Intensity Reflective Sheeting, Large Sign (10 S.F. or Larger)	Each/Day	BID
Portable Sign Stand (Spring Type)	Each/Day	BID
Portable Sign Stand, Small Sign (Less Than 10 S.F.)	Each/Day	BID
Portable Sign Stand, Large Sign (10 S.F. or Larger)	Each/Day	BID
High Level Flag Tree Sign Stand	Each/Day	BID

Flagging Services (Civilian)	Hour	BID

Labor Rates

1 Man/1 Truck	Hour	BID
2 Man/1 Truck	Hour	BID
2 Men/2 Trucks	Hour	BID

1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

Date

Name
Company
Address
City, ST Zip

Re: Job Name Job #

Dear ,

We are enclosing **Subcontract Agreement No. -S** for the work in connection with the above referenced project. Please execute the two copies of this Subcontract Agreement and return them to our office via regular mail or please print out one copy, execute, scan and return via email to:

KE&G Construction, Inc.
Attn:
5100 S. Alvernon Way
Tucson, AZ 85706

A fully executed copy will be returned for your files.

The Certificates of Insurance required in the attached subcontract must accompany the signed Subcontract Agreement and must indicate that they are in force, prior to the start of any work by your forces on this project. Please reference "Any and All Projects" on your insurance certificate, or reference the job number above on all certificates. If your company maintains an "Any and All Projects" certificate, a (project specific) certificate is not required.

No work is to begin on this project until the fully executed Subcontract Agreement, properly completed insurance certificates, and properly executed bonds (if required) are received by KE&G's Tucson office, as noted above.

Do not make any modifications to this Subcontract Agreement. Please notify me to discuss and coordinate any contract changes. Changes to this Subcontract Agreement will not be valid unless modified by written amendment.

For billing purposes, when invoices are submitted for partial payments under Section 5 of this Subcontract, please state on each invoice for each item of work, the current amount billed, as well as the total amount billed to date. In addition, please note **Job No.** on all invoices.

If you have any questions, please do not hesitate to call.

Regards,

KE&G Construction, Inc.

KE&G Project Coordinator Name
Job Title

cc: File .3.20

SUBCONTRACT AGREEMENT

KE&G Construction, Inc.
5100 South Alvernon Way
Tucson, Arizona 85706 Office:
(520) 748-0188 Fax: (520)
748-8975

SUBCONTRACTOR: ____
ADDRESS: ____
____
PROJECT TITLE: ____

SUBCONTRACT NUMBER: ____-S____
KE&G JOB NUMBER: ____
PRIME CONTRACT NO.: ____

THIS AGREEMENT (the "Agreement") is entered into this **06 day of September, 2013**, by and between ___ (the "Subcontractor"), and **KE&G CONSTRUCTION, INC.** (the "Contractor"), **WITNESSETH:**

SECTION 1. THE PROJECT: Contractor has been hired by _____ (the "Owner") to construct ___ (the "Project") in accordance with the terms and provisions of the Prime Contract No. ____ between the Owner and the Contractor, dated _____ (the "Prime Contract"), including all the general and special conditions, provisions, drawings, specifications, addenda numbers _____, and all other documents and revisions to date, as prepared by _____, forming or by reference made a part of the Prime Contract between the Contractor and Owner, and with particular reference to the below-listed technical and/or other sections or parts of the contract documents, all of which shall be considered part of this subcontract by reference thereto and they are as fully a part of this subcontract agreement as if hereto attached or the terms herein repeated, and the Subcontractor agrees to bind and obligate himself, in the performance of this subcontract, to the Contractor by the same terms, conditions, undertakings, and obligations that the Contractor is bound and obligated to the Owner by the Prime Contract insofar as the terms thereof shall not be in conflict with the terms hereof. Copies of said Prime Contract are on file in the office of the Contractor for Subcontractor's review, although Contractor may redact pricing information and other provisions from the Prime Contract as it deems reasonably necessary.

SECTION 2. SCOPE OF WORK: The Subcontractor agrees to furnish all labor, materials, tools, equipment, supplies, and supervision necessary or incidental to complete Work on the Project as follows:

Together with all authorized changes, this description as clarified by Project plans and specifications constitutes Subcontractor's "Work." When the Subcontractor does not install all material furnished under the subcontract, such material as is not installed is to be delivered F.O.B to the jobsite. The Parties each agree to proceed with the Project and the Work in good faith and in fair dealing. Each Party agrees to promote cooperation between the Parties and all other parties performing Work on the Project.

SECTION 3. SUBMITTALS: ___ copies of complete detailed shop drawings, lists and brochures for architect and/or engineer approval shall be submitted through Contractor office within ____ days of the date of this Agreement, as well as required material samples and color selections. ALL DRAWINGS REQUIRED OF THE SUBCONTRACTOR MUST BE SUBMITTED FOR APPROVAL OF THE ARCHITECT/ENGINEER THROUGH THE CONTRACTOR'S OFFICE.

SECTION 4. TIME OF PERFORMANCE: Time is of the essence in Subcontractor's performance of the Work. The Subcontractor shall furnish materials and prosecute the Work at the times herein provided for and otherwise in a prompt, diligent and expeditious manner and so as to promote the general progress of the entire construction and shall not, by delay or otherwise, interfere with or hinder the work of the Contractor or any other subcontractor. The Subcontractor agrees to keep itself informed as to the progress of the Project and to faithfully prosecute his Work, and several parts thereof, at such times and in such order as the Contractor considers necessary to keep the same sufficiently in advance of the other parts of the Project and to avoid any delay in the completion of the construction as a whole. The scheduled TIME OF PERFORMANCE OF THE WORK FORMING A PART OF THIS SUBCONTRACT IS IN ACCORDANCE WITH CONTRACTOR'S SCHEDULE IN ATTACHMENT "B".

SECTION 5. PAYMENTS: The Contractor agrees to pay the Subcontractor for material furnished and/or Work to be performed herein and performance of the subcontract as otherwise provided for herein the sum of _____ dollars, $_____ , subject to additions and deductions for changes as may be agreed upon, or determined, as provided herein and subject to adjustments from quantity of Work performed at unit prices set forth under section 2 above. The aforementioned sum includes all taxes of any nature whatsoever that may be assessed against or incurred by the Subcontractor in performance of its Work. Partial payments less a retained percentage of ___% will be made to the Subcontractor, provided the Subcontractor has submitted its payment request to the Contractor's office on or before the ____ day of each month, at the unit price set forth in Section 2 for Work and material incorporated into the construction and/or materials delivered to the site of the Work as estimated by the Owner's architect/engineer, less the aggregate of previous payments, providing payment for such Work and material has been approved by the Owner and payment has been received from the Owner by the Contractor, and upon complete performance of this subcontract and approval and acceptance of the Subcontractor's Work and material by the architect/engineer, the Contractor shall make final payment to the Subcontractor of the balance due to him within ___ days after Contractor receives final payment from Owner. No payment on account shall be considered as an approval and/or acceptance of Work done or materials furnished, or any part thereof. The Subcontractor agrees the monies shall not be diverted to satisfy obligation of the Subcontractor on other contracts and the Subcontractor agrees to furnish proof of same upon written request of the Contractor. Contractor may issue joint checks payable to Subcontractor and its subcontractors and/or suppliers.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT by their proper officers duly authorized herein.

CONTRACTOR: **KE&G CONSTRUCTION, INC.**

Signature Date

Print Name Title

AZ Contractors License Numbers: ROC 227962; ROC 227963

SUBCONTRACTOR:

Signature Date

Print Name Title

AZ License # SS#/FEIN

SECTION 6. DELAY DAMAGES: The Prime Contract contains a liquidated damages clause in the amount of _____. Should the Subcontractor default in the proper performance of its Work, thereby resulting in delay, then Subcontractor shall be liable to Contractor for any and all loss and damages, including but not limited to liquidated damages assessed against the Contractor, extended general conditions, and Contractor's lost or foregone overhead and profit.

SECTION 7. SCHEDULES: Subcontractor shall perform its Work in accord with the Project schedule to be prepared by Contractor, which schedule shall be attached to this Agreement as Exhibit A upon its preparation. Subcontractor agrees to fully cooperate with the Contractor in maintaining and complying with Contractor's Project schedule. Upon request by the Contractor, the Subcontractor shall furnish the Contractor in writing appropriate information concerning its progress on the Work, including a progress schedule. Subcontractor's information and schedule will show in detail if required in Contractor's sole discretion the procurement, shop drawing, fabrication, delivery and installation activities of all the major components of Work. Subcontractor agrees to meet and keep this schedule and to apprise the Contractor monthly of its schedule progress, which term is a material condition of this Agreement. Subcontractor will adjust its performance schedule and pay all costs necessary to meet the Project schedule.

SECTION 8. EXTENSION OF TIME: No allowance of an extension of time, for any cause whatsoever, shall be claimed by the Subcontractor or be made to him, unless the Contractor and Subcontractor have agreed in writing upon the allowance of additional time to be made, the agreement for which must arise out of Subcontractor's written request for such extension made within forty eight hours after the cause of such extension occurred. No allowance of an extension of time shall, in any event be made to the Subcontractor, for delay by the Subcontractor in preparing submittals, or in securing approval of the architect or engineer thereto, when such submittals are not properly prepared, or when the Subcontractor, by the exercise of reasonable diligence and judgment, could have anticipated and avoided the delay.

SECTION 9. CLEANUP: Subcontractor will at all times maintain the site, all staging areas, and all surrounding sites free of debris and waste caused by its operations performed pursuant to this Agreement. Subcontractor shall not be held responsible for such site conditions caused by others, but Contractor may assess Subcontractor and offset any costs it incurs for removal of waste caused by Subcontractor's operations.

SECTION 10. WITHHOLDING OF FUNDS: The Contractor may deduct from any amounts otherwise due or to become due to the Subcontractor any sum or sums owing by the Subcontractor to the Contractor whether from a previously-approved pay application or all or a portion of a rejected pay application in an amount the Contractor determines to be sufficient to protect Contractor from loss or damage for which the Contractor may be liable. Contractor may reduce any payment to Subcontractor to offset or recoup any liability Subcontractor has to Contractor under this Agreement, including damage or loss Contractor incurs due to Subcontractor's failure to perform the Work in accord with all terms and conditions of this Agreement. Contractor is not liable for interest or other penalty for any amount withheld from a progress or final payment under this paragraph.

SECTION 11. CHANGES: The Owner or the Contractor may request changes in or to the timing or sequence of Subcontractor's Work, which changes may impact the pricing or time requirements of this Agreement. All changes in the Subcontractor's Work that affect the Subcontract value or time shall be formalized in a Change Order. In the absence of an agreement on the terms of Subcontractor's performance of the change, the Contractor may issue a written order directing Subcontractor to make changes in materials to be furnished or Work to be performed under this Agreement or additions thereto or omissions therefrom so long as the directed changes generally are of the type or character already within Subcontractor's Work. Upon receipt of any such directive, the Subcontractor shall not stop or suspend its performance but shall diligently perform the Work as changed regardless of whether the Contractor and Subcontractor are able to agree whether or to the extent the changes have any effect on the price or time requirements of this Agreement. Subcontractor must submit its costs for changes not reflected in a formal Change Order beginning with its next regularly-scheduled pay application. If there is a dispute as to the cost of the change, the Contractor shall pay Subcontractor 50% of its estimated cost to perform the change as it becomes due pursuant to Section 5, with each party reserving its right as to all amounts in dispute. Subcontractor expressly acknowledges that the Contractor may be damaged for Subcontractor's failure to timely perform changes to the Work as directed, including disputed changes.

SECTION 12. EARLY TERMINATION OF WORK: In the event the Owner by any reason suspends or terminates the construction of the Project or any portion thereof, the Subcontractor shall be entitled to payment for the Work done up to the time of such suspension or cancellation.

SECTION 13. FAILURE TO PERFORM: In the event the Subcontractor fails to comply with the provisions herein for any reason as to the character of the Work and time of performance, refuses to proceed with the Work as directed by the Contractor, or fails to perform said Work in accordance with Project plans and specifications, in whole or in part, or fails to perform any term, covenant or condition contained in this Agreement, then the Contractor may, at the Contractor's option and upon twenty-four (24) hours written notice and without prejudice to any other right or remedy, take any steps the Contractor deems expedient to finish the Work and pay any claims. If the unpaid balance of the Agreement exceeds the expense of finishing the Work or if Contractor experiences damages for the delayed completion of Subcontractor's Work, then Subcontractor shall pay all damages for delay Contractor assesses or other damages and expenses Contractor incurs, including any reasonable overhead and profit Contractor assesses. Contractor, by entering into this Agreement, does not waive any tort remedies, including those solely involving economic loss, it may have against Subcontractor, whether arising out of or related to Subcontractor's scope of work or otherwise. Contractor expressly preserves any tort claims, remedies, and damages it may have against Subcontractor, whether arising out of related to Subcontractor's scope of work or otherwise.

SECTION 14. INSURANCE: THE SUBCONTRATOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES DURING THE PERFORMANCE OF THIS SUBCONTRACT THE FOLLOWING:

1) *Carrier* (insurance company) shall **be rated A-VII or better** by A.M. Best AND authorized to do business in the State of Arizona.
2) All policies shall be an **occurrence basis form**. "Claims made" policies are NOT acceptable.
3) Certificate **may cover multiple jobs if it states "All Operations"** and conforms to all applicable requirements listed herein.
4) Waivers of subrogation – Subcontractor will waive any subrogation rights it may have falling within the following categories of possible Project liability or insurance: worker's compensation, general liability, automobile liability, Contractor's equipment and any builder's risk/installation floater.
5) Auto liability covering owned, hired, and non-owned vehicles. Auto policy shall include KE & G Construction, Inc., the owner(s) of the project, their officers, directors, agents, members, employees and others as required by contract as Additional Insureds.
6) If Subcontractor's insurance is considered inadequate, it shall pay any additional premium required by its carrier to obtain the minimum coverage required under this Agreement.
7) Umbrella Liability Insurance: KE&G Construction, Inc., the Owner, their respective directors, officers, employees, members, agents and others are also additional insureds.

ALL CERTIFICATES SHALL INCLUDE:

1) Separate endorsement (attached to Insurance Certificate) for liability insurance only:
   - **Additional Insured.** To the fullest extent permitted by law, General Liability and Excess Liability shall include Contractor, the Owner(s) of the project, their officers, directors, agents, members, employees and others as required by contract as Additional Insured(s) providing "Your Work" coverage (including both On-Going and Completed Operations coverage) arising out of work performed for the Contractor by the Subcontractor. Additional Insured status for the Contractor, the Owner(s) of the project, their officers, directors, agents, members, employees and others as required by contract shall extend from the date of commencement of the work under the project until the expiration of the period established in the applicable state's statute of repose.
   - **Aggregate Limits of Insurance (per Project).** Each work order under a master contract is considered a separate project.
   - **Primary Insurance.** The Subcontractor's policy shall contain an endorsement making its policy primary and coverage maintained by KE&G Construction, Inc., the Owner and others as required by contract excess and non-contributing, either via language added to the additional insured endorsement or by a separate endorsement.
   - No limiting endorsements permitted for a required coverage.

The acceptance of an incorrect certificate by KE&G or its failure to obtain any certificate from Subcontractor does NOT waive the Subcontractor's obligations to comply with all insurance requirements of this Agreement.

MINIMUM POLICY LIMITS: (Does not limit your liability or obligation to indemnify, hold harmless and defend KE&G Construction, Inc., the Owner or others as required under the contract documents.) If you have or obtain insurance coverage in amounts in excess of those listed below, such additional insurance coverage shall also apply to the benefit of the indemnities/additional insured

SUBCONTRACTOR'S INITIALS _____

DATE _____

1. Commercial General Liability Insurance:
   - $2,000,000 General aggregate (applicable to each Project)
   - $2,000,000 Products-completed operations aggregate
   - $1,000,000 Personal injury liability
   - $1,000,000 Each occurrence
2. Business Automobile Liability Insurance:
   - $1,000,000 Each occurrence
3. Worker's Compensation And Employer's Liability Insurance:
   - (Including U.S. Long Shoreman and Harbor Worker's Act/Jones Act where applicable)
   - $1,000,000 Each accident (bodily injury by accident)
   - $1,000,000 Disease – Policy Limit (Bodily Injury by Disease)
   - $1,000,000 Disease – Each Employee (Bodily Injury by Disease)
4. Umbrella Liability:
   - $1,000,000 Each occurrence
   - $1,000,000 Annual Aggregate

No insurer may cancel any policy in place as of the date this Agreement is executed without 30 days advance notice to Contractor.

SECTION 15. INDEMNITY AND OTHER REQUIREMENTS: To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Contractor, the Owner, and each of their respective agents and employees (the "Indemnitees") from and against all claims for bodily injury and property damage that may arise from the performance of the Subcontract Work, including reasonable attorney's fees, costs, and expenses arising from the performance of the Work, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Subcontractor, Subcontractor's subcontractors or suppliers, or any other person or entity employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

The only exception to the Subcontractor's duties under this paragraph will be to the extent a particular claim is the result of the sole negligence of an Indemnitee, and in that event, the Subcontractor will not be obligated to indemnify the Indemnitee. The Subcontractor's duty to defend will be a separate and distinct obligation from the duty to indemnify the Indemnitees and is enforceable regardless of fault or negligence. The obligations stated under this paragraph shall survive all terminations of this Agreement.

In any and all claims against the Indemnitees by any employee or the Subcontractor, anyone directly or indirectly employed by the Subcontractor, or anyone whose acts the Subcontractor otherwise may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

SECTION 16. INDEPENDENT CONTRACTOR: The status of the Subcontractor shall be that of an independent contractor. Neither Subcontractor, Subcontractor's officers agents or employees, nor any other party hired to perform any portion of the Work shall be considered an employee of Contractor or be entitled to receive any employment-related benefits from Contractor or its benefit providers. Subcontractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Agreement and shall indemnify and hold Contractor harmless from any and all liability which Contractor may incur because of Subcontractor's failure to pay such taxes. Subcontractor shall be solely responsible for program development and operation. Subcontractor will be fully responsible for all acts and omissions of any subcontractor, supplier, any person directly or indirectly employed to perform any portion of the Work, and any perform for whose acts or omissions any of them may be liable to the same extent that Subcontractor is responsible for the acts and omissions of persons directly employed by it.

SECTION 17. PROJECT RECORDS: Subcontractor will maintain detailed records of all its Work for a minimum of six years following final completion of all Project Work. If the Project constitutes residential work, Subcontractor will maintain these records for a minimum of nine years. Subcontractor will allow Contractor prompt access to all Project records.

SECTION 18. THIRD PARTY BENEFICIARY: Subcontractor may only execute contracts with third parties to perform portions of the Work if its subcontractors and suppliers are bound by the terms of this Agreement. Subcontractor shall ensure that Contractor is a third-party beneficiary of any contract executed between Subcontractor and any such third-party, but this Agreement is not intended to confer any rights or remedies of any nature upon any person other than the parties. Contractor expressly reserves its ability to bring a civil action and to obtain relief against any third-party performing work for Subcontractor.

SECTION 19. ASSIGNMENTS: The Subcontractor shall not assign or sublet this Agreement or any part thereof without written consent of the Contractor.

SECTION 20. ASSIGNMENT OF FUNDS: The Subcontractor shall not assign, or attempt to assign, in any manner, at any time, funds accrued or to accrue under this subcontract, without written consent of the Contractor. And no such assignment shall be binding on the Contractor unless and until accepted in writing by the Contractor.

SECTION 21. RULINGS: It is agreed that the Subcontractor shall be bound by the rulings and decisions of the Owner to the same extent and degree that the Contractor is bound by said rulings and decisions insofar as they may pertain to the Work included within this Subcontract Agreement.

SECTION 22. BOND: If so stated under Section 2 above, the Subcontractor further agrees to provide the Contractor with payment and performance bonds that satisfy all requirements of Arizona Revised Statutes, Title 34, as if Subcontractor were performing the Work directly for a public entity. All bonds shall be provided to Contractor within ten (10) days from date of this subcontract

SECTION 23. SCHEDULE OF VALUES: If Section 22 above is waived, the Subcontractor agrees to furnish the Contractor with a complete schedule of values, including a list of any parties it will contract with to perform any portion of the Work and suppliers of all material therefor Subcontractor intends to use during the performance of the Project, along with approximate respective dollar amounts. Subcontractor agrees to keep this list current at all times by advising Contractor immediately of any changes. Subcontractor shall provide Contractor with lien waivers from all its subcontractors and suppliers prior to the Subcontractor receiving each payment from Contractor; Subcontractor authorizes Contractor to contact Subcontractor's suppliers and subcontractors to obtain and verify account information pertaining to this Project.

SECTION 24. EQUAL EMPLOYMENT OPPORTUNITY: The Subcontractor will comply with all provisions of Paragraphs 1 though 6 of Section 301, of Executive Order No. 10925 of 6 March 1961, as amended by Executive Order No. 11114 of 22 June 1963. In conformance with Executive Order 11246 and as a performance standard and condition of contract compliance, the Subcontractor agrees to adopt, adhere to, and otherwise abide by and enforce an Equal Employment Opportunity and Anti-discrimination (EEO) Policy with respect to the recruitment, selection, employment and performance standards involving the Subcontractor's work force. The Subcontractor shall provide a copy of their policy statement and otherwise provide records to prove, and/or demonstrate, compliance with an EEO Policy as reasonably requested, as conditions of bid acceptance, contract performance and work completion. In the event the Subcontractor does not demonstrate, at the time of either bid submission or contract award, their own EEO Policy as described in the above and foregoing standard, then the Subcontractor agrees to modify in name and accept, adopt and implement as their own, the EEO Policy of KE&G, a copy of which is attached (See Attachment A) and incorporated into and made part of this contract as a requirement, by reference herein.

SECTION 25. RESPONSIBILITY FOR WORK: Subcontractor shall be responsible for all Work required of it under this Agreement, property and/or materials until completion and final acceptance of the Project by the Owner, and Subcontractor shall bear the risk of any loss or damage until such acceptance. In the event of loss or damage, Subcontractor shall proceed promptly to make repairs, or replacement of the damaged Work, property and/or materials at its own expense, as directed by the Contractor. Subcontractor waives all rights it might have against Owner and Contractor for loss or damage to Subcontractor's Work, property, or materials.

SUBCONTRACTOR'S INITIALS _____

DATE _____

SECTION 26. OPERATING INSTRUCTION AND WORK GUARANTEE: The Subcontractor shall furnish all operating instructions, parts lists, and manuals pertinent to requirements of the Prime Contract and shall guarantee all Work performed herein against defective material and/or workmanship for a period of one year from date of acceptance by the Owner of the completed contract, unless a longer period of guarantee is called for in writing or at law.

SECTION 27. HOISTING: Subcontractor shall not use Contractor's hoisting facilities without Contractor's written authority. Hoisting where requested and provided shall be maintained only on a scheduled basis at Contractor's sole convenience and Subcontractor's cost.

SECTION 28. SAFETY: Subcontractor shall maintain its own safety program in a manner and substance sufficient to protect Contractor and Owner from all claims arising out of Subcontractor's Work. Subcontractor shall be responsible for all safety requirements within the scope of its Work unless otherwise agreed to in writing between the parties. In performing any Work under this Agreement in or on the areas which are under the direct control of the Owner and or the Contractor, the Subcontractor shall; (a) conform to all safety regulations and requirements prescribed by the federal, county, city, and any other agency or the Contractor having cognizance of the Work being performed: (b) take such additional precautions as the Contractor and/or Owner may reasonably require for safety and accident prevention purposes. The Subcontractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Subcontractor's, Contractor's, and Owner's personnel performing or in any way in contact with the performance of this subcontract. Any violation of such rules and requirements, unless promptly corrected as directed by the Contractor and/or Owner shall be grounds for termination of this Agreement. Subcontractor's general indemnification obligations under this Agreement require Subcontractor to indemnify, defend, and hold harmless Contractor and Owner from all applicable safety requirements or violations within the scope of Subcontractor's Work.

SECTION 29. WAIVERS: Waivers of any breach hereof shall not constitute a waiver of any subsequent breach of the same or any other provision hereof.

SECTION 30. LAYOUT AND RESPONSIBILITY: The Contractor shall establish principal axis lines and levels whereupon the Subcontractor shall lay out and shall be strictly responsible for the accuracy of its Work and for any loss or damage to the Contractor or to other Subcontractors engaged in Work on the site by reason of failure of the undersigned Subcontractor to set out or perform correctly its Work. The Subcontractor shall exercise prudence so that actual final conditions and details shall result in perfect alignment of finish surfaces.

SECTION 31. HEADINGS: The section headings appearing in this subcontract are inserted as a matter of convenience only, and for reference purposes only, and are not intended to be a part of this subcontract, or in any way to define, limit or describe the scope and intent of the particular section to which they refer.

SECTION 32. ALTERNATIVE DISPUTE RESOLUTION: The parties agree that all claims, disputes and causes of action arising from or related to this Agreement, whether sounding in contract or in tort, shall first be subject to mediation and then arbitration. Unless the parties agree within ten (10) days of any notice of claim from one party to the other, the Mediator shall be chosen by the Presiding Civil Judge of the Pima County Superior Court with mediation to occur in Tucson, Arizona. Any and all claims not resolved by mediation will be subject to arbitration. The Parties agree that a single arbitration may be conducted regarding all related Project disputes and require that its subcontractors and suppliers also agree. Unless the parties agree within twenty (20) days of the timely demand for arbitration, the Arbitrator shall be chosen by the Presiding Civil Judge of the Pima County Superior Court. Arbitration will be conducted under A.R.S. §12-3001 *et. seq.* with arbitration to occur in Tucson, Arizona. The prevailing party at arbitration shall be awarded its reasonable attorneys' fees, costs of mediation, costs of arbitration, arbitration filing fees, fees of the mediator and arbitrator, and fees and costs of expert witness. The parties shall be entitled to reasonable discovery and to injunctive relief, which may be confirmed in the Superior Court even on a preliminary order. To the extent the Prime Contract contains alternative dispute resolution requirements which conflict with the requirements of this paragraph, they will govern.

SECTION 33. Subcontractor agrees to make no claim against Contractor for costs or damages resulting from delay in the performance of the subcontract, from any cause including but not limited to delay from or related to any act or omission of the Contractor or Owner or their agents. Subcontractor waives and releases any and all claims it ever had, now has, or may have in the future for direct and consequential damages against Contractor arising out of the Project and/or Subcontractor's Work. Unless Contractor recovers compensation for the delay from the Owner, Subcontractor agrees that an extension of time to complete performance of Work shall be Subcontractor's exclusive remedy; should Contractor recover compensation from Owner for any delay, Subcontractor agrees that any claim for compensation is limited to an equitable share of the recovery. As examples and not as limitation, Subcontractor shall not be entitled to damages, costs, or payment of money from Contractor and waives any right to make any claims against Contractor for additional compensation or any costs or losses arising from or related to delayed performance of Subcontractor's Work, including but not limited to, changes in the Work, design defects, delay in obtaining required approvals or testing, failure of Owner to make payment, any act, neglect, default or failure of performance by Contractor or other Subcontractors or suppliers, delay in obtaining title or possession of land or acquiring rights-of-way, failure to provide access, failure to furnish required materials, differing site conditions, Owner delay in obtaining financing, delay in obtaining permits, delays in scheduling or the coordination of the Work, or delay or breach the performance of any other conditions or terms required by the contract documents unless Contractor receives payment for such damages on behalf of Subcontractor. Subcontractor will fully cooperate with Contractor in connection with any claims raised by or against Owner. If Contractor recovers damages for delay on behalf of the Subcontractor, Subcontractor shall pay or reimburse Contractor all costs and fees, including attorneys' fees and expert witness fees, incurred by Contractor in obtaining the additional compensation; payment to Subcontractor shall be less Contractor's charge of fifteen percent (15%) for overhead plus five percent (5%) for profit.

SUBCONTRACTOR'S INITIALS _____

DATE _____

KE&G Construction, Inc.

EQUAL OPPORTUNITY EMPLOYMENT POLICY

Date: January 1, 2007

To: All Employees, Job Applicants, Referral Agencies and EEO Compliance Officers

From: Office of the President

Subject: Equal Employment Opportunity Policy

As a reminder to all our employees, job applicants, referral agencies and authorized representatives from agencies of jurisdiction, KE&G has, at its core of management philosophy and practice, a policy of equal employment opportunity for all. KE&G does not discriminate against any job applicant, or employee, on the basis of race, color, religion, national origin, handicap, age or sex. We will continue to take affirmative action to insure that this policy is enforced consistently with regard to employment, upgrading, transfer, demotion, recruitment and recruitment advertising, layoff and termination, compensation, training and working conditions.

As an example of our enforcement efforts, KE&G summarizes our equal employment opportunity policy in our Employee Information Guide and other published information. KE&G refers to our equal employment opportunity policy in our recruitment advertising, job notices and bid submissions when and to the extent this reference is applicable and appropriate.

KE&G continues to make it understood by the employment entities with whom we deal, and in our employment opportunity announcements that the foregoing is our policy, and that job applicants and employees will continue to be compensated, trained, advanced, demoted, terminated, hired and transferred solely on the basis of their skill, devotion, loyalty, honesty, reliability and integrity; particularly, as these factors relate to the employee's ability to meet reasonable and expected job standards.

All employees of KE&G are requested to encourage minorities, women, Veterans of the Vietnam Era and qualified handicapped persons to make application for employment with the company or to apply for training in an approved On-the-Job Training or Apprenticeship program. KE&G continues to publish in its Employee Information Guide and in other publication our company's commitment to providing reasonable accommodations for qualified individuals with a known handicap.

It is the policy of KE&G that all facilities, property and company activities are non-segregated, except where toilet, bathroom and necessary changing facilities are appropriately provided to assure privacy between the sexes.

KE&G continues to enforce its policy against sexual or other illegal, harassment or discrimination at work. This policy is also enforced in work-related activity or capacity. It is our company's policy to maintain a work environment free of harassment, intimidation and coercion in all areas, locations, and condition of employment and work assignment. KE&G takes this policy seriously, and all complaints, concerns or inquiries are taken seriously and investigated. Any complaint, concern, issue or inquiry pertaining to this policy, its violation, or enforcement, should be immediately called to the attention of the supervisor, the Project Manager, or the Office of the Controller, as may be appropriate.

For further information, or to make a complaint, raise an issue, or voice a concern, please contact KE&G's designated Equal Employment Opportunity Officer at **5100 S. ALVERNON WAY, TUCSON, AZ 85706.** Phone (520) 748-0188 Fax (520) 748-8975.

SUBCONTRACTOR'S INITIALS _____

DATE _____

Project Schedule:

SUBCONTRACTOR'S INITIALS _____

DATE _____

To All Subcontractors,

All of our lien waivers and supplier releases need to be notarized.

If anyone other than an officer of your company is sent to pick up a check, a letter of authorization signed by an officer of your company and notarized on your company letterhead must be presented. We have included an example of an authorization letter for your convenience. This letter will be kept on file for future reference.

Thank you for your cooperation in this matter. Should you have any questions please contact our Lien Officer at (520) 748-0188.

(Your Company Letterhead)

Date

KE&G Construction, Inc.
5100 South Alvernon Way
Tucson, AZ 85706

To whom it may concern,

Below is a list of persons authorized to sign partial and/or final lien waivers for our company as of this date. We will notify you immediately of any additions or deletions.

PRINTED NAME	SIGNATURE
PRINTED NAME	SIGNATURE
PRINTED NAME	SIGNATURE
PRINTED NAME	SIGNATURE

Sincerely,

(Company Name)

(Name & Title)

State of)
)ss.
County of)

Signed and sworn to before me this _____ day of _____, _____

By: _____ of _____.
PRINTED NAME OF PERSON SIGNING COMPANY NAME

_____ My commission expires _____.
NOTARY PUBLIC

INFORMATION SHEET

COMPANY NAME

ADDRESS

CITY STATE ZIP (_____) PHONE

CHECK ONE:
- ❑ INDIVIDUAL
- ❑ LIMITED PARTNERSHIP
- ❑ STATE OF INCORPORATION
- ❑ PARTNERSHIP
- ❑ CORPORATION
- ❑ OTHER_____

TYPE OF BUSINESS

YEARS IN BUSINESS

SUBCONTRACTORS LICENSE NUMBER(S)

INSURANCE CARRIER

FEDERAL ID NUMBER

STATE TAX NUMBER

PRINCIPALS:

NAME POSITION

NAME POSITION

NAME POSITION

NAME POSITION

Barbara Valdez

From: Benjamin Lozano <blozano@bordertrafficsafety.com>
Sent: Monday, August 03, 2015 3:16 PM
To: Brian Janski
Cc: Barbara Valdez
Subject: Barricade quote for 22STREET AUGMENTATION 08-03-15.xls
Attachments: 22STREET AUGMENTATION 08-03-15.xls

Brian

Attached daily rental rates for 22nd street augmentation bid.

Thank You
Ben Lozano
Border Traffic Safety LLC
520-664-2244

7.16	5,000 EA/DAY	Portable Sign Stand, Large Sign (10 SF or Larger)	$ 0.25	$ 1250.00
7.17	3,600 EA/DAY	High Level Flag Tree Sign Stand	$ 0.50	$ 1800.00
7.18	2,000 HOUR	Flagging Services (Civilian)	$ 40.00	$ 80,000
7.19	400 HOUR	1 Man / 1 Truck	$ 50.00	$ 20,000
7.20	400 HOUR	2 Men / 1 Truck	$ 90.00	$ 36,000
7.21	200 HOUR	2 Men / 2 Trucks	$ 100.00	$ 20,000
			TOTAL BASE BID	$ 52,005.00

BID SCHEDULE CONTINUED 208,005

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to acknowledge Receipt of any Material Addendum may result in rejection of the bid.

ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE	ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE

BIDS MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE

Bidder hereby certifies that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

By submitting this bid, Bidder certifies that it possesses the appropriate license required by the Arizona Registrar of Contractors for the work herein.

Signature of Bidder: _____

Printed Name: BEN F LOZANO Date: 8-07-15

BORDER TRAFFIC SAFETY, LLC
Barricades & Signs
SBE/MBE/DBE/ATSSA CERTFIED

527 W. 29Th Street # 3
Tucson, Arizona, 85713
Phone: (520) 664-2244 Fax: (520)623-9187
E-mail: bordertrafficsafety@cox.net

Az Business Lic # 20162914
Fed. Tax #20-8233053
Adot Civil Rights #20060182

Date: 8/3/2015

Company: KE & G Construction, Inc
ATTN: Brian Janski
Project: RWRD 22nd STREET AUGMENTATION
Fax: 520-748-8975
Jobsite: RWRD 22nd STREET AUGMENTATION
Phone: 520-748-0188

BARRICADE RENTAL PRICES PER UNIT (Construction Area Elements)

Flashing Arrowboard Panel	20.00	each/day
Variable Message Board	65.00	each/day
Vertical Panels	0.25	each/day
Type II Barricade	0.25	each/day
Type III Barricade	0.45	each/day
Type A Warning Flashing Light	0.15	each/day
Type B Warning Flashing Light (HI-INT)	0.75	each/day
Type C Warning Steady Burn Light	0.30	each/day
Small Sign Std. Intensity Sheeting (<10Sq.ft)	0.25	each/day
Large Sign Std. Intensity Sheeting (>10Sq.ft.)	0.35	each/day
Large Sign HI- Intensity Sheeting (>10Sq.ft.) (ADOT)	0.95	each/day
Portable Sign Stand (Spring Type)	0.95	each/day
Portable Sign Stand (Rigid Type < 10Sq.ft))	0.25	each/day
Traffic Cones 28"	0.25	each/day
Traffic Cones 28" w/ reflective sleeve	0.40	each/day

SALE ITEMS:

City of Tucson 30 Day Barricade Permit w/ TCP review Fee	155.00	each
City of Tucson One Day Barricade Permit	125.00	each
Traffic Control Plan	35.00	each
Safety flag on staff	2.50	each
Sandbags - Vps/ signs	1.50	each
Specialty Sign Eng. Grade	10.00	p/sq.ft
Specialty Sign HIP Grade (county / city spec)	15.00	p/sq.ft
Telespar post w/Foundation 2" x12'	95.00	each
Caution Tape - 1000' roll	18.00	each
Insurance Endorsements, Waivers	TBD	each

LABOR:

1 man, 1 truck	(port to port)(NON Davis Bacon wages)	$ 50.00	Per Hour
2 men, 1 truck	(port to port)(NON Davis Bacon wages)	$ 90.00	Per Hour
2 men, 2 trucks	(port to port)(NON Davis Bacon wages)	$ 100.00	Per Hour
Certified flagger	(port to port)(NON Davis Bacon wages)	$ 40.00	Per Hour

Setups & Takedowns will be done by Border Traffic Safety Technicians (not Negotiable) due to Insurance Liabilities & City of Tucson, Pima County Regulations
Applicable sales tax will be added to all billings
Net 30 days on rental and sales items
Items not listed on this schedule will be quoted upon request
Equipment covered under this quote will meet City of Tucson / PAG / MUTCD specifications
Labor is not included in the above unit rental rates
Labor charges will include port to port as well as time spent on the job site
Job Check & Service will be provided on a regular basis at the above labor rates
1 hour minimum labor will be charged on all trips to jobsite
All rental items are billed per day not per shift
Prices are effective until 12-31-13, Retention 0%

Questions Contact
Ben Lozano @520-382-7666
blozano@cox.net

Certified SBE/ MBE /DBE Company

Barbara Valdez

From:	Abel <abel@trafficade.com>
Sent:	Friday, August 07, 2015 11:54 AM
To:	Barbara Valdez
Cc:	hooper; Jamie
Subject:	RE: CMAR 22nd St Sewer Augmentation Bid Packages
Attachments:	ke&g 22nd Street Sewer Augmentation cmar.pdf

Hi Barbara,

Attached is the traffic control bid for the above referenced project. Thank you for the opportunity.

Respectfully,

Abel Duenez | Lead Estimator
Trafficade Service, Inc | 2533 W. Holly St. | Phoenix, Arizona 85009
O:602.431.0911 | C:602.989.4729 | F:602.272.2824
abel@trafficade.com | www.trafficade.com
TRAFFICADE
Phoenix, Chandler, Tucson, Prescott, Flagstaff

From: hooper
Sent: Monday, August 03, 2015 3:07 PM
To: Abel; Jamie
Subject: Fwd: CMAR 22nd St Sewer Augmentation Bid Packages

Sent from my Verizon Wireless 4G LTE smartphone

-------- Original message --------
From: Barbara Valdez <bvaldez@kegtus.com>
Date: 08/03/2015 3:00 PM (GMT-07:00)
To:
Subject: CMAR 22nd St Sewer Augmentation Bid Packages

Please attached bid package for CMAR 22nd St. Sewer Augmentation. If you have any questions contact Brian Janski at bjanski@kegtus.com .

Bids are due to me by Friday August 7, 2015, 3:00 PM

Regards,
Barbara

7.16	5,000 EA/DAY	Portable Sign Stand, Large Sign (10 SF or Larger)	$ 0.70	$ 3,500.00
7.17	3,600 EA/DAY	High Level Flag Tree Sign Stand	$ 0.65	$ 2,340.00
7.18	2,000 HOUR	Flagging Services (Civilian)	$ 45.00	$ 90,000.00
7.19	400 HOUR	1 Man / 1 Truck	$ 50.00	$ 20,000.00
7.20	400 HOUR	2 Men / 1 Truck	$ 85.00	$ 34,000.00
7.21	200 HOUR	2 Men / 2 Trucks	$ 100.00	$ 20,000.00
			TOTAL BASE BID	$ 210,605.00

BID SCHEDULE CONTINUED

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to acknowledge Receipt of any Material Addendum may result in rejection of the bid.

ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE	ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE

BIDS MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE

Bidder hereby certifies that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

By submitting this bid, Bidder certifies that it possesses the appropriate license required by the Arizona Registrar of Contractors for the work herein.

Signature of Bidder: Abel Duenez

Printed Name: Abel Duenez Date: 8/7/15

TRAFFICADE SERVICE, INC.

WE PROVIDE:

BARRICADES

TRAFFIC CONTROL

TRAFFIC PLANS

PLATES & SHORING

PAVEMENT MILLING

SAWING & CORING

BARRIER WALL

SAFETY SUPPLIES

CUSTOM SIGNS

SIGN INSTALLATIONS

ASPHALT PAVING

Locations:

2533 W. Holly St.
Phoenix, AZ 85009
(602) 431-0911

17046 S. Weber Dr.
Chandler, AZ 85226
(602) 431-0911

2721 N. Flowing Wells
Tucson, AZ 85705
(520) 624-0465

11580 E. Santa Fe Loop
Dewey, AZ 86327
(928) 759-0094

5301 E. Commerce Ave.
Flagstaff, AZ 86004
(928) 759-0094

Confidential Rate Sheet

KE&G
22nd Street Sewer Augmentation
Project No. 322AS5
Bid Date: 8-7-2015

Traffic Control Equipment Rates:

BARRICADES

Type II

only	0.25 per day
w/flasher	0.30 per day
w/steady-burn	0.35 per day

Type III

only	0.35 per day
w/2 flashers	0.55 per day

Vertical Panel

only	0.25 per day
w/flasher	0.30 per day
w/steady-burn	0.35 per day

Traffic Cone

28" standard	0.25 per day

LABOR

1 barr. setter, 1 truck	50.00 per hour
2 barr. setters, 1 truck	85.00 per hour
attenuator truck only	40.00 per hour
attenuator truck driver	40.00 per hour
traffic plan	60.00 per sheet

SIGNS (STD. INT.)

<10 sq. ft.	0.30 per day
10 to 16 sq. ft.	0.45 per day
>16 sq. ft.	0.65 per day

SIGN STANDS

4' or 6' vert. stand only	0.30 per day
4' or 6' vert. stand w/flasher	0.35 per day
large stand only	0.70 per day
large stand w/flasher	0.80 per day
large stand w/2 flashers	0.90 per day
spring stand	1.00 per day
spring stand w/flasher	1.10 per day
spring stand w/B flasher	2.00 per day
u-channel	0.15 per day
u-channel w/flasher	0.25 per day

HIGH LEVEL DEVICES

flag stand only	0.65 per day
flag stand w/A flasher	0.85 per day
flag stand w/B flasher	2.90 per day

TRAILERS

arrow board	25.00 per day
changeable message sign	45.00 per day
light tower	80.00 per day

SALE ITEMS

flag w/dowel	3.00 each
sandbag (filled)	1.10 each
sandbag (filled) w/stick	1.25 each
temp. no parking sign	4.00 each
perimeter flagging 50'	4.00 each
caution/caution 1000'	18.00 each

Terms & Conditions:

Rates will be in effect until further notice.
Transaction Privilege Tax (Sales Tax) will be charged to items specified by Dept. of Revenue.
Payment Terms: as specified in Customer Credit Agreement
Items not listed on this schedule will be quoted upon request.
Labor charges are hourly port-to-port.
Equipment covered under this rate sheet will meet local and state specifications.
$30.00 minimum rental per job

Barbara Valdez Job# 150195 Subcontract

From: Bobby Robbins <brobbins@roadsafetraffic.com>
Sent: Friday, August 07, 2015 9:19 AM
To: Barbara Valdez
Subject: 22nd Street Bid
Attachments: Roadsafe Tucson_1998_0001.pdf

Jesse

RoadSafe TRAFFIC SYSTEMS

Bobby Robbins | Project Manager / Estimator | RoadSafe Traffic Systems, Inc
1500 E.Benson Hwy | Tucson, Arizona 85714
Ph 520.294.1472| cell 520.631.3731

EXIBIT "A" - CONTRACTOR BID SHEET

BID SCHEDULE

BID OF: K.E&G Construction, Inc.
5100 S. Alvernon Way
Tucson, AZ 85706

(CONTRACTOR'S NAME AND ADDRESS)

22nd Street Sewer Augmentation

The bidder has carefully examined the form of the Contract, Special Provisions, Pima County/City of Tucson Standard Specifications and Details, Construction Drawings, Technical Specifications, and will provide all necessary staffing, equipment, tools, apparatus, and other means of construction and complete all the work called for by said Documents in the manner prescribed therein, **COMPLETE, IN PLACE, AS FOLLOWS:**

ITEM NO.	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
7.01	2,500 LF/DAY	Temporary Concrete Barrier (In Use)	$ —	$ —
7.02	250 EA/DAY	Temporary Impact Attenuation (Sand Barrel) (In Use)	$ —	$ —
7.03	400 EA/DAY	Flashing Arrow Panel	$ 13.00	$ 5200.00
7.04	200 EA/DAY	Changeable Message Board	$ 25.00	$ 5000.00
7.05	2,500 EA/DAY	Traffic Cones	$ .10	$ 250.00
7.06	25,000 EA/DAY	Vertical Panel	$ .09	$ 2250.00
7.07	7,500 EA/DAY	Barricade (Type II)	$ .09	$ 675.00
7.08	200 EA/DAY	Barricade (Type III)	$ .25	$ 50.00
7.09	200 EA/DAY	Flashing Warning Light (Type A)	$ .10	$ 20.00
7.10	7,500 EA/DAY	Flashing Warning Light (Type B)	$ .30	$ 2250.00
7.11	25,000 EA/DAY	Steady Burn Warning Light (Type C)	$ .10	$ 2500.00
7.12	5,000 EA/DAY	Standard Intensity Reflective Sheeting, Small Sign (Less Than 10 SF)	$ .15	$ 750.00
7.13	5,000 EA/DAY	Standard Intensity Reflective Sheeting, Large Sign (10 SF or Larger)	$ .25	$ 1250.00
7.14	1,800 EA/DAY	Portable Sign Stand (Spring Type)	$ .45	$ 810.00
7.15	5,000 EA/DAY	Portable Sign Stand, Small Sign (Less than 10 SF)	$ .20	$ 1000.00

7.16	5,000 EA/DAY	Portable Sign Stand, Large Sign (10 SF or Larger)	$ .45	$ 2250.00
7.17	3,600 EA/DAY	High Level Flag Tree Sign Stand	$ .20	$ 720.00
7.18	2,000 HOUR	Flagging Services (Civilian)	$ 30.00	$ 60,000.00
7.19	400 HOUR	1 Man / 1 Truck	$ 50.00	$ 20,000.00
7.20	400 HOUR	2 Men / 1 Truck	$ 75.00	$ 30,000.00
7.21	200 HOUR	2 Men / 2 Trucks	$ 100.00	$ 20,000.00
			TOTAL BASE BID	$ 154,975.00

BID SCHEDULE CONTINUED

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to acknowledge Receipt of any Material Addendum may result in rejection of the bid.

ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE	ADDENDUM NUMBER	BY (NAME OF BIDDER'S PERSONNEL)	DATE
02	Bobby Robbins	8/6/2015			

BIDS MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE

Bidder hereby certifies that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

By submitting this bid, Bidder certifies that it possesses the appropriate license required by the Arizona Registrar of Contractors for the work herein.

Signature of Bidder: Bobby Robbins (Reach Safe Traffic)

Printed Name: Bobby Robbins Date: 8/06/2015

Estimator / Project Manager