



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: October 20, 2015

or Procurement Director Award

Contractor/Vendor Name (DBA): KE&G Construction, Inc.

Project Title/Description:

Construction Manager at Risk Services for the 22nd Street Sewer Augmentation Project

Purpose:

This project consists of the augmentation of approximately 2 miles of wastewater lines including the evaluation and repair/replacement of approximately thirty-five (35) manholes. The selected stretch to be augmented is along 22nd Street from Alvernon Way, downstream end, to Craycroft Rd, upstream end. Initially the contractor is to provide pre-construction services including constructability review, design support, construction costing review, and support of public outreach. At the point where design is sufficiently complete, the contractor will provide a guaranteed maximum price (GMP) for construction of the first phase of the project. Once a GMP is negotiated, the department will submit to the BOS for additional approval to construct the first phase of the project.

Part one of this amendment is to include additional pre-construction services to include engineering of the required Tucson Water 36" line utility relocation (\$45,080.00). This work is new scope required by Tucson Water in order to meet required clearances between the existing water lines and new sewer line as engineered. This work will be reimbursed by Tucson Water after the project is completed.

Part two of this amendment is to include GMP #1 for the 22nd Street Sewer Augmentation project (\$2,981,959.19). This work includes the costs associated with the new 12" PVC sewer installation, the 30" jack & bore at Alvernon Way, new manhole installation, and the removal of the existing 8" sewer main, including the existing manholes, between Alvernon Way and Bryant Ave. The GMP also includes the removal/replacement of the 36" CCP waterline at Alvernon Way and the lowering of the 6" steel waterline by jack & bore at Alvernon Way. Required paving replacement treatments are also included.

Procurement Method:

NA for amendments

Program Goals/Predicted Outcomes:

This Program will provide additional wastewater conveyance capacity along 22nd St to alleviate surcharging conditions and decrease sanitary sewer overflows.

Public Benefit:

The wastewater line additional capacity will allow for continued sewer service availability for undeveloped parcels' upstream reaches. The Program will also minimize public exposure by decreasing the potential for sanitary sewer overflows in the vicinity of the Program.

Metrics Available to Measure Performance:

Reduction of sanitary sewer overflows. Flow data compared to capacity of the conveyance line.

Retroactive:

No.

Procure Item 10-15-15 AM0932

To: COB - 10-15-15 (1)
Pgs. 411
Addendum

Original Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____
Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$ _____ Revenue Amount: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards
Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: CT Department Code: WW Contract Number (i.e.,15-123): 15*479
Amendment No.: One (1) AMS Version No.: Three
Effective Date: 10/20/2015 New Termination Date: 12/31/2016
 Expense Revenue Increase Decrease Amount This Amendment: \$ 3,027,039.19
Funding Source(s): RWRD Obligations

Cost to Pima County General Fund: \$0.00

Contact: Keith E. Rogers
Department: Procurement / Design & Construction Div. Telephone: 724-3542
Department Director Signature/Date: [Signature]
Deputy County Administrator Signature/Date: [Signature] 10/12/15
County Administrator Signature/Date: [Signature] 10/13/15
(Required for Board Agenda/Addendum Items) 10/14/15

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT

PROJECT: Construction Manager At Risk Services for The 22nd Street Sewer Augmentation – Project No. 322AS5

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

CONTRACT NO.: CT-WW-15000000000000000479

AMENDMENT NO.: One (1)

FUNDING: RWRD Obligations

CONTRACT	
NO CT-WW-15000000000000000479	
AMENDMENT NO.	<u>01</u>
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

CONTRACT TERM: 06/16/2015 - 06/15/2016	ORIGINAL CONTRACT AMOUNT:	\$	100,000.00
TERMINATION PRIOR AMENDMENT: NA	PRIOR AMENDMENT(S):		
TERMINATION THIS AMENDMENT: 12/31/2016	AMOUNT THIS AMENDMENT:	\$	3,027,039.19
	REVISED CONTRACT AMOUNT:	\$	3,127,039.19

CONSTRUCTION CONTRACT AMENDMENT

WHEREAS, COUNTY and CONTRACTOR have entered into the Contract for the project referenced above; and

WHEREAS, COUNTY and CONTRACTOR, pursuant to Article I, have agreed to extend the contract term through December 31, 2016; and,

WHEREAS, COUNTY and CONTRACTOR, pursuant to Article II have agreed to change the Design Phase Services of contract for additional pre-construction services; and,

WHEREAS, COUNTY and CONTRACTOR, pursuant to Article II, have agreed to incorporate Guaranteed Maximum Price-1 (GMP-1) into the contract for the purchase of long lead equipment, all construction activity and coordination of community relations prior to the commencement of construction and during construction; and,

WHEREAS, COUNTY's acceptance of GMP-1 is subject to the understanding of the Parties that all other elements of future GMPs, if any, are and remain negotiable; and,

WHEREAS, COUNTY and CONTRACTOR pursuant to Article III have agreed to increase the Contract amount for the Design Phase Services of contract for pre-construction services; and,

WHEREAS, COUNTY and CONTRACTOR pursuant to Article III have agreed to increase the Contract amount as identified in GMP-1

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE I – TERM

From: "This Contract, as approved by the Board of Supervisors, shall commence on June 16, 2015 and shall expire on June 15, 2016, unless sooner terminated or further extended for project completion."

To: "This Contract, as approved by the Board of Supervisors, shall commence on June 16, 2015 and shall expire on December 31, 2016, unless sooner terminated or further extended for project completion."

ADD: ARTICLE II --SCOPE OF WORK

ATTACHMENT 1 TO APPENDIX A: SCOPE OF WORK (1 page, attached) to APPENDIX A: SCOPE OF WORK and,

APPENDIX "C": Construction Manager at Risk (CMAR) Services For: 22nd Street Sewer Augmentation Project No. 322AS5 GMP-1 Construction Proposal Dated September 29, 2015 (395 pages, attached).

CHANGE: ARTICLE III – PRECONSTRUCTION PHASE FEE AND GUARANTEED MAXIMUM PRICE

Insert after Paragraph A:

Guaranteed Maximum Price-1 (GMP-1) for the purchase of long lead equipment and all construction activities as identified in APPENDIX "C" is Two Million Nine Hundred Eight-One Thousand Nine Hundred Fifty-Nine Dollars and Nineteen Cents (\$2,981,959.19). COUNTY reserves the right to negotiate the construction fee, overhead rate, and all other elements of future GMPs, if any.

Change Paragraph B, First Sentence:

From: "The preconstruction phase fee shall not exceed One Hundred Thousand Dollars (\$100,000.00)."

To: "The preconstruction phase fee shall not exceed One Hundred Forty-Five Thousand and Eighty Dollars (\$145,080.00)."

This Amendment shall be effective on October 20, 2015.

All other provisions of the Contract, not specifically changed by this amendment, shall remain in effect and be binding upon the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:

CONTRACTOR:

Chair, Board of Supervisors



Signature

Ed Anderson, Vice President

Date

Name and Title (Please Print)

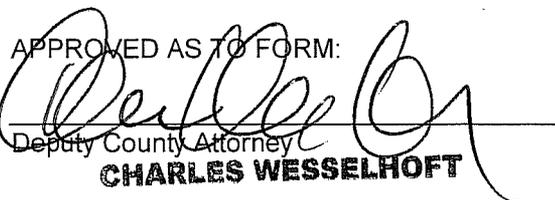
10-7-15

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

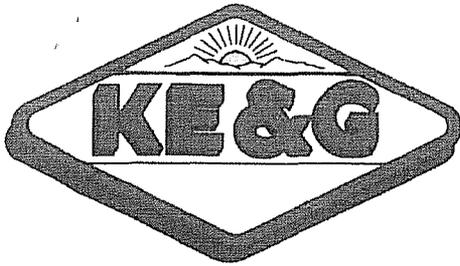


Deputy County Attorney
CHARLES WESSELHOFT

Printed Name

10-6-15

Date



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

September 30, 2015

Mandley Rust, P.E. – Public Works Department Project Manager
Pima County Public Works Department
201 N Stone
Tucson, AZ 85701

Contract No.: CT-WW-1500000000000000479
Job Name: Construction Manager at Risk Services for The 22nd St Sewer Augmentation
Project No.: 322AS5
KE&G Job No.: 150195

SUBJECT: Preconstruction Amendment #1

Dear Mr. Rust,

As requested by RWRD, we are providing an additional cost proposal for an amendment to our Preconstruction Services Contract to include the cost of design for the 36" waterline removal/replacement for Tucson Water. The amendment covers a complete design package for construction of the waterline including coordination and review meetings, design services to prepare plans and specifications, and service by the engineer during construction as-needed. Drawings will be provided for review in the following stages:

- 30% Drawings & Specifications by September 25th
- 60% Drawings & Specifications by October 16th
- 90% Drawings & Specifications by November 6th
- Submit Final Plans & Specifications by December 4th

The Fee breakdown is as follows:

Original Preconstruction Amount	\$100,000.00
Proposed Amendment Amount	<u>\$45,080.00</u>
New Total	\$145,080.00

Should you require additional information feel free to call me at (520) 748-0188.

Regards,
KE & G Construction, Inc

Chris Albright
President



PIMA COUNTY

REGIONAL WASTEWATER RECLAMATION DEPARTMENT

201 NORTH STONE AVENUE
TUCSON, ARIZONA 85701-1207

JACKSON JENKINS
DIRECTOR

PH: (520) 724-6500
FAX: (520) 724-9635

October 1, 2015

TO: C.H. Huckelberry, County Administrator

THRU: John M. Bernal, P.E., Deputy County Administrator – Public Works

FROM: Jackson Jenkins, Director 

SUBJECT: **22nd Street Alvernon Way East to Swan Road Project:**
KE&G Amendment #1; CMAR GMP#1 Construction Services

The Regional Wastewater Reclamation Department requests to place Amendment No. 1 to Contract No. CT-WW15*479, "Construction Manager at Risk Services for the 22nd Street Sewer Augmentation" on the October 20, 2015 Board of Supervisors meeting addendum.

This Amendment will provide funding to proceed with on Guaranteed Maximum Price (GMP) 1 for the construction of the Augmentation Project and related utility relocations along with the reinstatement of the pavement associated with the Augmentation. It will also include additional pre-construction services as required to properly design and permit the utility relocations.

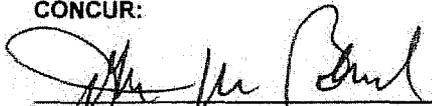
The GMP provided is in three major components, the cost of the sewer replacement, cost of the water relocations and the cost of the paving replacement required by the City of Tucson Department of Transportation (TDOT) due to the pavement moratorium.

These are as follows:

1. RWRD Sewer Construction:	\$1,882,996.12
2. Tucson Water Construction:	\$ 730,423.61
3. TDOT Paving Construction:	\$ 368,539.46
Total:	\$2,981,959.19
 4. Pre-Construction Services:	 \$ 45,080.00
	\$3,027,039.19

The proposed amendment will increase the Construction Manager at Risk Services contract, in the total amount of \$3,027,039.19. Your approval of this request is greatly appreciated. If you should have any questions or need additional information, please feel free to contact us.

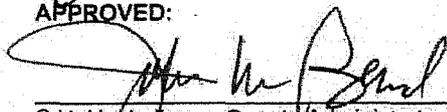
CONCUR:



 John M. Bernal, P.E., Deputy County Administrator – Public Works

10/2/15
Date

APPROVED:



 for C.H. Huckelberry, County Administrator

c: John Warner, Deputy Director of Conveyance, RWRD
George Widugiris, C.P.M., Procurement Director

10/2/15
Date



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229150

Certificate No. 006301635

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Joseph C. Dhuey, Tina K. Nierenberg, and Tina Marie Berger

of the City of Tucson, State of Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of July, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 8th day of July, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

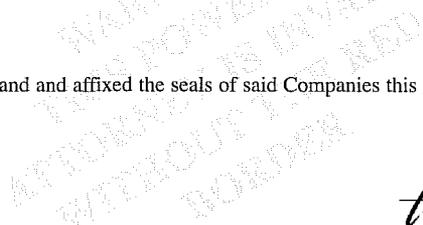
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of October, 2015.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/6/2015

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

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

PRODUCER Lovitt & Touché - Tucson 7202 E. Rosewood Dr. #200 Tucson AZ 85710	CONTACT NAME: Cherie Pijanowski, Account Manager	
	PHONE (A/C, No. Ext): 520-722-3000	FAX (A/C, No): 520-722-7245
E-MAIL ADDRESS: cpijanowski@lovitt-touche.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Navigators Insurance Company		
INSURER B: Indian Harbor Insurance Company		
INSURER C: Zurich American Ins Co		16535
INSURER D:		
INSURER E:		
INSURER F:		

INSURED KE&G Construction, Inc. 5100 S Alvernon Tucson AZ 85706-1976	CERTIFICATE NUMBER: 109717376
--	--------------------------------------

REVISION NUMBER:

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

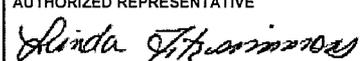
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	GLA008422700	1/1/2015	1/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$				
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	GLA008422700	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$				
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	CH15EXC802650IV	1/1/2015	1/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> N</td> <td>N/A</td> </tr> </table>	Y/N		<input checked="" type="checkbox"/> N	N/A		Y	WC008422800	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
Y/N											
<input checked="" type="checkbox"/> N	N/A										
B	Pollution Liability			PEC002923905	1/1/2015	1/1/2016	Each Pollution Condit \$2,000,000 Pollution Aggregate \$2,000,000 Selfinsured Retention \$25,000				

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

COVERAGE IS SUBJECT TO ALL POLICY TERMS, CONDITIONS, DEFINITIONS, EXCLUSIONS, FORMS & ENDORSEMENTS. APPLICABLE ENDORSEMENTS ARE ATTACHED WITH REGARD TO THE FOLLOWING (If required by written contract):

NOTE: Excess Liability Coverage shown above is excess limits over the general liability, auto liability and employers liability coverage limits.

Forms Listing & Project Information (If Applicable) follows on page #2 (Acord 101):
See Attached...

CERTIFICATE HOLDER Pima County Regional Wastewater Reclamation Department 201 N Stone Ave Tucson AZ 85701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Lovitt & Touché - Tucson		NAMED INSURED KE&G Construction, Inc. 5100 S Alvernon Tucson AZ 85706-1976	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

GENERAL LIABILITY:

1. Automatic Additional Insured-Ongoing and Completed Operations including Primary/NonContributory coverage per form UGL1175FCW 04/13 attached.
2. Blanket Waiver of Subrogation if required by written contract per form CG2404 05/09 attached.
3. Per Project Aggregate is included in the general liability coverage form.

AUTOMOBILE

1. Automatic Additional Insured including Primary/NonContributory coverage if required by written contract per form CA2048 10/13 attached.
2. Blanket Waiver of Subrogation if required by written contract per form CA0444 10/13 attached.

WORKERS' COMPENSATION

1. Blanket Waiver of Subrogation if required by written contract per form WC000313 04/84 attached.

30 Day Early Notice of Cancellation applies.

PROJECT: Construction Manager at Risk Services for the 22nd Street Sewer Augmentation Project No. 322AS5. Contract #CT-WW1500000000000000479.

ADDITIONAL INSURED PER ATTACHED ENDORSEMENTS: Pima County, its officers, officials, agents and employees



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA-0084227-00	01-01-15	01-01-16	01-01-15			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: KE&G Construction Inc

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

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

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

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

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any Person or Organization that requires You to waive your Rights of Recovery, in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: KE&G Construction Inc Endorsement Effective Date: 01-01-15
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SCHEDULE

Name Of Person(s) Or Organization(s): Any person and / or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS AND / OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND / OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WC-0084228-00 Endorsement No.
Insured KE&G Construction Inc Premium \$

Insurance Company Zurich American Insurance Company Countersigned by *[Signature]*