



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 05/21/24

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

KE&G Construction, Inc. (Headquarters: Tucson, AZ)

***Project Title/Description:**

Bighorn Fire Flood Hazard Mitigation: Canada Del Oro (CDO) Levee Augmentation (5BGHRN)

***Purpose:**

Award: Contract No. CT-FC-24-394. This award of contract is recommended to the lowest, responsive, responsible bidder in the amount of \$4,158,359.29 for a contract term from 05/21/24 to 06/30/25 for the construction of Bighorn Fire Flood Hazard Mitigation: Canada Del Oro (CDO) Levee Augmentation (BGHRN). Administering Department: Regional Flood Control District

***Procurement Method:**

Invitation for Bid (IFB) No. IFB-PO-2400057 was conducted in accordance with A.R.S. § 34-201 and Pima County Procurement Code 11.12.010. Four (4) responses were received. Due to the project being federally funded, no goal for participation by Small Business Enterprise (SBE) was established.

Attachments: Notice of Recommendation for Award and Contract

***Program Goals/Predicted Outcomes:**

The project will add floodwalls, eathern berms, and pavement to add additional height to the existing levees to address post-fire increased flow rates in the Canada del Oro Wash, in Oro Valley, Arizona.

***Public Benefit:**

The project will increase the flooding capacity thereby reducing the likelihood of flood damage to local properties.

***Metrics Available to Measure Performance:**

The performance will be measured using the contractor evaluation process as outlined in BOS Policy D29.1 (E).

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: FC Contract Number (i.e., 15-123): 24-394
Commencement Date: 05/21/24 Termination Date: 06/30/25 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 4,158,359.29* Revenue Amount: \$

*Funding Source(s) required: Non-Bond Projects Funds (Capital Project Funds)

Funding from General Fund? Yes No If Yes \$ %
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient? Vendor
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ %

*Match funding from other sources? Yes No If Yes \$ %

*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: Linda Harper Division Manager: Scott Loomis
Department: Procurement Director: Terri Spencer Telephone: 520-724-3542
Department Director Signature: Eric Shepp
Deputy County Administrator Signature:
County Administrator Signature:



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: May 14, 2024

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-PO-2400057 for the Bighorn Fire Flood Hazard Mitigation: Canada del Oro (CDO) Levee Augmentation (5BGHRN) project that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after May 21, 2024.

Award is recommended to the lowest, responsive and responsible bidder.

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>AWARD AMOUNT</u>
KE&G Construction	\$4,158,359.29	\$4,158,359.29

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
Ashton Company	\$4,296,545.50
Hunter Contracting	\$4,570,232.70
Rummel Construction	\$4,711,322.70

Engineer's Estimate: \$3,459,179.22

Issued by: Linda Harper, Procurement Officer

Telephone Number: (520) 724-3542

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

PROJECT: Bighorn Fire Flood Hazard Mitigation:
Canada del Oro (CDO) Levee Augmentation (5BGHRN)

CONTRACTOR: K E & G Construction, Inc.

CONTRACT NO.: CT-FC-24-394

AMOUNT: \$4,158,359.29

FUNDING: Non-Bond Projects Funds (Capital Project Funds)

CONSTRUCTION SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1 Parties. This Contract is entered into between Pima County Regional Flood Control District, a special taxing District under A.R.S. Title 48, hereafter called District, and KE&G Construction, Inc., hereinafter called Contractor, and collectively referred to as the Parties.
- 19.2 Authority. District requires, consistent with the provisions of A.R.S. Title 34, the services of a Contractor to provide all equipment, labor, and materials required to construct the Big Horn Fire Flood Hazard Mitigation: Canada del Oro (CDO) Levee Augmentation (5BGHRN).
- 19.3 Solicitation. District previously issued Solicitation No. IFB-PO-2400057 (the Solicitation). Contractor submitted the low responsive, responsible bid in response to the Solicitation for said work and is qualified and willing to provide such services.

2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Contract, as approved by the Directors, commences on May 21, 2024, and terminates on June 30, 2025, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Construction Completion. Construction completion time for the work to be performed under this Contract will be **165** working days after the date of Notice to Proceed. Liquidated damages will be assessed based upon the construction completion time.
- 2.3. Extension Options. County has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

3. Scope of Services. Contractor will provide District all labor, materials, and equipment necessary to complete the Project. All work will be done per specifications called for in the bid documents in Pima County Solicitation Number IFB-PO-2400057, Exhibit B – General Conditions (10 pages), PAG Standard Specifications for Public Improvements 2015 Edition with Amendments, and other documents incorporated into this Contract.

4. Compensation and Payment.

4.1 Compensation. District will pay Contractor as specified.

4.1.1 Invoices. Contractor will provide detailed documentation in support of requested payment. Contractor must cite the Contract number on all invoices. Payments will be made in accordance with A.R.S. § 34-221.

4.1.2 For the period of record retention required under Article 24, District reserves the right to question any payment made under this Article and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

4.1.3 Price. Total payment for this Contract will not exceed (\$4,158,359.29). District will make payments based on Exhibit A: Bid Schedule (10 pages) submitted by Contractor in response to Solicitation No. IFB-PO-2400057. District will pay line items for which the "Unit" is defined as: L.S. as "Lump Sum". District will measure and pay the unit price for the actual quantities of work performed for other line items for which the "unit" is defined as a unit of measure (i.e., "each", "L.F.", etc.) and for which there is a Unit Price in accordance with the Pima Association of Governments Standard Specifications for Public Improvements ("Standard Specifications"). The quantities of unit-priced items stated in the bid schedule are estimates only and the actual quantities may be either less or more than stated in the Bid Schedule.

4.1.4 Work Performed. Contractor will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Contractor's own risk.

5. Insurance. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

5.1. Ratings. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. District in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

5.2. Insurance Coverages and Limits.

5.2.1. Minimum Scope and Limits of Insurance: Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. District in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

5.2.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, personal and advertising injury and products – completed operations.

5.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

5.2.1.3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

5.2.1.4. Claims-Made Coverage. Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

5.3. Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

5.3.1. Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.

5.3.2. Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of District, its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.

5.3.3. Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by District, its agents, officials, or employees shall be excess and not contributory insurance.

5.3.4. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

5.4. Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, District will receive not less than 30 days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the District project or contract number and project description.

5.5. Verification of Coverage:

Contractor will furnish District with certificates of insurance as required by this Contract. An authorized representative of the insurer will sign the certificates.

5.5.1. All certificates and endorsements, as required by this Contract, are to be received and approved by District before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

5.5.2. All certificates required by this Contract shall be sent directly to the appropriate District Department. The Certificate of Insurance shall include District project or contract number and project description on the certificate. District reserves the right to require complete copies of all insurance policies required by this Contract at any time.

5.6. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the District's failure to obtain a required insurance certificate or endorsement, the District's failure to object to a non-complying insurance certificate or endorsement, nor the District's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6. **Indemnification.**

6.1. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractor. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

6.2. All warranty and indemnification obligations under this contract shall survive expiration or termination of the Contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

6.3. Upon request, Contractor may fully indemnify and hold harmless any private property owner granting a right of entry to Contractor for the purpose of completing the project.

7. **Laws and Regulations.**

7.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract.

7.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in Superior Court in Pima County Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract.

8. **Status of Independent Contractor.** Contractor is an independent Contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County

Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold District harmless from any and all liability that District may incur because of Contractor's failure to pay such taxes.

9. Contractor/Subcontractor Performance.

- 9.1. **Performance.** Contractor will perform the work with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. Contractor will employ suitably trained and skilled personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel District relied upon in making this Contract, Contractor will obtain District's approval.
 - 9.2. **Responsibility.** Contractor is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under this Contract. Without additional compensation, Contractor will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Contract, regardless of District having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to District.
 - 9.3. **Subcontractor License.** Contractor will ensure that all Subcontractors have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Contract. Contractor will not permit any Subcontractor to perform work that does not fall within the scope of the Subcontractor's license, except as may be permitted under the rules of the Registrar of Contractors.
 - 9.4. **Subcontractor Acts and Omissions.** Contractor will be fully responsible for all acts and omissions of its Subcontractor(s) and of persons directly or indirectly employed by Subcontractor and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of District to pay any Subcontractor, except as may be required by law.
 - 9.5. **Subcontractor List.** Contractor must use the Subcontractor's named on Contractor's Subcontractor List submitted with the bid. No Subcontractor may be added or changed without the prior written approval of District subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-SBE Subcontractors may be approved at the discretion of District for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of District. Approval for substitution of SBE Subcontractors that are listed on the Bidders Statement of Proposed SBE Utilization submitted with the bid will only be granted if the provisions of Section 20.28.050 of the Pima County Code have been met.
10. **Assignment.** Contractor will not assign its rights or obligations under this Contract in whole or in part, without District's prior written approval. District may withhold approval at its sole discretion.
11. **Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any Subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
12. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

13. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that District does not have authority to enter into this Contract, District will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
14. **Non-Waiver.** The failure of District to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
15. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
16. **Termination of Contract for Default.**
 - 16.1. Upon a failure by Contractor to cure a default under this Contract within 10 days of receipt of notice from District of the default, District may, in its sole discretion, terminate this Contract for default by written notice to Contractor. In this event, District may take over the work and complete it by Contract or otherwise. Contractor and its sureties, if any, will be liable for any damage to District resulting from Contractor's default, including any increased costs incurred by District in completing the work.
 - 16.2. Default Events. The following constitutes an event of default:
 - 16.2.1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 - 16.2.2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 - 16.2.3. Failure to provide competent supervision at the site;
 - 16.2.4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;
 - 16.2.5. Failure to make prompt payment to Subcontractors or suppliers for material or labor;
 - 16.2.6. Loss of Contractor's business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Contractor's performance of this Contract; Disregard of laws, ordinances, or the instructions of District or its representatives, or any otherwise substantial violation of any provision of the Contract; or
 - 16.2.7. If a voluntary or involuntary action for bankruptcy is commenced with respect to Contractor, or Contractor becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
 - 16.3. Termination. In the event of a termination for default:
 - 16.3.1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic,

acquired or prepared by Contractor for this project become District's property and will be delivered to District not later than five business days after the effective date of the termination;

16.3.2. District may withhold payments to Contractor arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due District from Contractor is determined; and

16.3.3. Subject to the immediately preceding subparagraph 16.3.2, District's liability to Contractor will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

16.4. Non-Termination. District will not terminate the Contract for default or charge Contractor with damages under this Article if:

16.4.1. Except for subparagraph 16.2.8 in subsection 16.2 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:

16.4.1.1. Acts of God or of the public enemy,

16.4.1.2. Acts of District in either its sovereign or contractual capacity,

16.4.1.3. Acts of another Contractor in the performance of a contract with District,

16.4.1.4. Fires,

16.4.1.5. Floods,

16.4.1.6. Epidemics,

16.4.1.7. Quarantine restrictions,

16.4.1.8. Strikes,

16.4.1.9. Freight embargoes,

16.4.1.10. Unusually severe weather, or

16.4.1.11. Delays of Subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and the Subcontractor(s) or suppliers; and

16.4.2. Contractor, within three days from the beginning of any event of default or delay (unless extended by District), notifies District in writing of the cause(s) therefor. In this circumstance,

District will ascertain the facts and the extent of the resulting delay. If, in the judgment of District the findings warrant such action, the time for completing the work may be extended.

16.5. Receipt of Notice. For the purposes of subsection 16.1 above, "receipt of notice" includes receipt by hand by Contractor's onsite project manager, by facsimile transmission, or under the Notices clause of this Contract.

- 16.6. Excusable. If, after termination of the Contract for default, District determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if District had terminated the Contract for convenience as set forth in Article 17.
- 16.7. Rights and Remedies. The rights and remedies of District in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.
17. **Termination for Convenience of District**. District may terminate this Contract at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of District, become its property. If District terminates the Contract as provided herein, District will pay Contractor an amount based on the time and expenses incurred by Contractor prior to the termination date. However, District will make no payment for anticipated profit on unperformed services.
18. **Non-Appropriation of Funds**. Notwithstanding any other provision in this Contract, District may terminate this Contract if for any reason the Pima County Board of Directors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, District has no further obligation to Contractor, other than payment for services rendered prior to termination.
19. **Notices**. Any notice required or permitted to be given under this Contract must be in writing and be served by delivery or by certified mail upon the other party as follows:
- | | |
|---|---|
| <p><u>DISTRICT:</u>
Eric Shepp, Director
Regional Flood Control District
201 N Stone Street
Tucson, Arizona 85701
Tel: (520) 724-3542</p> | <p><u>CONTRACTOR:</u>
Ed Anderson, Vice President
KE&G Construction, Inc.
3949 E. Irvington Road
Tucson, AZ 85714
Tel: (520) 748-0188</p> |
|---|---|

20. **Non-Exclusive Contract**. Contractor understands that this Contract is Non-Exclusive and is for the sole convenience of District. District reserves the right to obtain like services from other sources for any reason.

21. **Contract Documents**.

21.1. Incorporation of Documents: District and Contractor in entering into this Contract have relied upon information provided in Solicitation No. IFB-PO-2400057 – 5BGHRN – Bighorn Fire Flood Hazard Mitigation: Canada del Oro (CDO) Levee Augmentation Project, Exhibit A – Bid Schedule, Bonds (Bid, Payment, and Performance Bonds), Exhibit B – General Conditions, Exhibit C – Contract Provisions for Non-Federal Entity Contracts Under Federal Award, Exhibit D – Wage Determination, Plans and Technical Specifications, Special Provisions, Construction Documents, Construction Drawings, and on information provided in Contractor’s response to this Solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.

21.2. Order of Precedence: In the event of a conflict or inconsistency between or among the contract documents, the documents shall take precedence in the following order:

- 21.2.1. This Contract
- 21.2.2. Exhibit B – General Conditions
- 21.2.3. Special Provisions, Plans, and Technical Specifications
- 21.2.4. Contractor Response to the Solicitation
- 21.2.5. Instructions to Bidders
- 21.2.6. Invitation to Bid

- 21.3. Deviation: The parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among contract documents. Any such agreement interpreting the documents shall be incorporated into the Contract by amendment.
- 21.4. Conflict: In the event of any conflict between any provision in the Special Conditions, and any provision of the General Conditions, or any other incorporated document, the provision in the Special Conditions shall take precedence.
22. **Bonding Requirements**. In accordance with A.R.S. §34-221, et. seq., the Contractor will provide Payment and Performance bonds for not less than 100% of the contract amount. Copies of the bonds will be attached to this Contract.
23. **Ownership of Documents**. Ownership of all original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by Contractor under this Contract vests in and become the property of the District and will be delivered to District upon completion or termination of the services, but Contractor may retain record copies thereof.
24. **Books and Records**.
- 24.1. Maintenance. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of District.
- 24.2. Retention. Contractor will retain all records relating to this contract at least five years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Contractor may, at its option, deliver such records to District for retention.
25. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Section 28 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
26. **Severability**. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
27. **Delays**. Neither party will be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
28. **Disputes**.
- 28.1. Resolving Dispute. In the event of a dispute between District and Contractor regarding any part of this Contract or the Parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and Contractor's counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.
- 28.2. Performance. The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

29. Public Records.

29.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of Construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by Contractor in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

29.2. Records Marked Confidential.

29.2.1. Any information submitted related to this Contract that Contractor believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as confidential prior to submittal to District and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

29.2.2. Notwithstanding the above provisions, in the event records marked confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., District will release records marked confidential 10 business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the 10 day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable. District shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked confidential, nor shall District be in any way financially responsible for any costs associated with securing such an order.

30. Legal Arizona Workers Act Compliance.

30.1. Compliance with Immigration Laws. Contractor warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each Subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

30.2. Books & Records. District has the right at any time to inspect the books and records of Contractor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

30.3. Remedies for Breach of Warranty. Any breach of Contractor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement Subcontractor (subject to District approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

30.4. Subcontractors. Contractor will advise each Subcontractor of District's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that District may inspect the Subcontractor's books and records to ensure that Contractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

- 30.5. **Costs.** Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.
31. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
32. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the District within five business days and provide a written certification to District regarding compliance within one hundred eighty days.
33. **Amendment.** Except for the amendment provision above in Section 2, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.
34. **Entire Agreement.** This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
35. **Effectiveness and Date.** This contract will become effective when all Parties have signed it. The date of this Contract will be the date the Contract is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).

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Each Party is signing this Contract on the date below that Party's signature.

PIMA COUNTY:

CONTRACTOR:

Board of Directors

Ed Anderson

Digitally signed by Ed Anderson
DN: C=US, E=edanderson@kegplus.com, O=KE&G
Construction, CN=Ed Anderson
Date: 2024.05.14 13:26:48-0700

Signature

Date

Ed Anderson, Vice President

Name and Title (Please Print)

5/14/24

Date

ATTEST:

Clerk of the Board

Date

This contract template has been approved as to form by the Pima County Attorney's Office.

EXHIBIT A - BID SCHEDULE (Revised 02/16/2024) (10 Pages)

IFB-PO-2400057

5BGHRN - Big Horn Fire Flood Hazard Mitigation:
CANADA DEL ORO (CDO) LEVEE AUGMENTATION PROJECT

The undersigned Bidder hereby acknowledges receipt of the complete Bid Documents for this project and has examined and is familiar with all documents, including those incorporated by reference, which are applicable to this project. By executing this Bid Schedule, BIDDER hereby proposes and agrees to furnish any and all required labor, material, construction equipment, transportation and services for the project in strict conformity with the Bid Documents, at the unit prices set in this Exhibit A. Failure to execute this Bid Schedule shall result in Bid being deemed nonresponsive.

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1050001	As-Built Drawings	L.S.	1.00	6,693.70	6,693.70
2010001	Preservation Fencing (Type A)	L.F.	3270.00	3.30	10,791.00
2010005	Preservation Fencing (Type B)	L.F.	2400.00	4.40	10,560.00
2010006	Preservation Fencing (Type B)(Agency Discretion)	L.F.	390.00	4.99	1,470.00
2010010	Clearing and Grubbing (Noxious and Invasive Species Control Allowance)	USD	10000.00	1.00	10,000.00
2010011	Clearing and Grubbing	ACRE	17.53	2,654.10	46,473.76
2020001	Removal of Structures & Obstructions	L.S.	1.00	273.50	273.50
2020004	Removal of Hazard	L.F.	300.00	12.60	3,780.00
2030000	Borrow (Contractor Phasing)	L.S.	1.00	46,039.30	46,039.30
2050011	Grading for Aggregate Base Section	S.Y.	1857.00	5.50	10,263.50
3030004	Aggregate Base (Lees Treated)	C.Y.	435.00	153.30	66,685.50
7010005	Traffic Control	L.S.	1.00	58,590.10	58,590.10
8050004	Seeding (Class II)	ACRE	0.36	11,264.30	4,055.15
8050009	Seeding (Class II) (2nd Application)	ACRE	0.36	8,764.10	3,155.68
8051700	Landscape Planting	HOUR	6.00	232.50	1,395.00
8090111	Miscellaneous Landscape Work Allowance	USD	5000.00	1.00	5,000.00
8100001	AZPDES/HPDES (Original)	L.S.	1.00	45,766.80	45,766.80
8100005	Sediment Log (Discretionary)	L.F.	20.00	11.90	238.00
8100006	Sediment Waiver (Discretionary)	L.F.	150.00	10.36	1,554.00
8100112	AZPDES/HPDES Allowance (Modified)	USD	7000.00	1.00	7,000.00
9010001	Mobilization	L.S.	1.00	58,950.10	58,950.10
9250001	Construction Survey and Layout	L.S.	1.00	6,693.70	6,693.70
9300100	Incidental Items Allowance	USD	15000.00	1.00	15,000.00
9330002	Hazard (PAG STD. 105)	L.F.	300.00	84.50	25,350.00

EXHIBIT A - BID SCHEDULE (Revised 02/16/2024)
IFB-PO-2400057
SBGHRN - Big Horn Fire Flood Hazard Mitigation:
CANADA DEL ORO (CDO) LEVEE AUGMENTATION PROJECT

Section 1 - Subtotal	449,277.64
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BID TABULATION - CDO LEVEE (SECTION 2)				DATE: 2/22/24	
ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1050001	As-Built Drawings	L.S.	1.00	6,693.70	6,693.70
2010001	Preservation Fencing (Type A)	L.F.	5000.00	4.40	22,000.00
2010005	Preservation Fencing (Type B)(Agency Discretion)	L.F.	290.00	6.60	1,920.00
2010010	Clearing and Grubbing (Noxious and Invasive Species Control Allowance)	USD	20000.00	1.00	20,000.00
2010011	Clearing and Grubbing	ACRE	2.80	3,319.60	9,294.88
2020001	Removal of Structures & Obstructions	L.S.	1.00	2,188.10	2,188.10
2020020	Removal of Curb (Existing 14" Flood Wall)	L.F.	1134.00	7.50	8,505.00
2020029	Removal of Bituminous Pavement	S.Y.	1700.00	25.10	42,805.00
2020104	Removal of Handout	L.F.	60.00	12.60	756.00
2030000	Borrow (Contractor Phasing)	L.S.	1.00	81,190.70	81,190.70
2050001	Grading Roadway for Pavement	S.Y.	1154.00	7.10	8,172.10
3030003	Aggregate Base	C.Y.	128.00	145.40	18,611.20
4010111	Jack Coat	TON	0.89	548.40	438.72
4010150	Mera Seal (PDM)	S.Y.	2200.00	2.40	5,517.60
4050002	Asphaltic Concrete (No. 2)	TON	222.00	226.50	50,283.00
5150101	Utility Impact Allowance	USD	2500.00	1.00	2,500.00
7010005	Traffic Control	L.S.	1.00	55,369.10	55,369.10
7010200	Obsolete Pavement Marking	L.F.	280.00	1.70	340.00
7010301	Painted Pavement Marking	L.F.	574.00	2.10	1,205.40
7010310	Painted Pavement Symbol or Legend	EACH	2.00	152.30	304.60
8050004	Seeding (Class B)	ACRE	1.46	11,264.39	16,445.98
8050009	Seeding (Class B) (2nd Application)	ACRE	1.46	8,764.10	12,795.58
8061700	Landscape Pruning	HOUR	39.00	232.90	6,907.60

EXHIBIT A - BID SCHEDULE (Revised 02/16/2024)
IFB-PO-2400057
SBGHRN - Big Horn Fire Flood Hazard Mitigation:
CANADA DEL ORO (CDO) LEVEE AUGMENTATION PROJECT

8090111	Miscellaneous Landscape Work Allowance	USD	10000.00	1.00	10,000.00
8100001	AZPDES NPDES (Original)	L.S.	1.00	59,299.00	59,299.00
8100005	Sediment Log (Discretionary)	L.F.	40.00	12.00	480.00
8100006	Sediment Waiver (Discretionary)	L.F.	399.00	10.10	3,030.00
8100012	AZPDES NPDES Allowance (Mad End)	USD	14000.00	1.00	14,000.00
9010001	Mobilization	L.S.	1.00	47,865.10	47,865.10
9140101	Flood Wall (Cast In Place)	L.F.	1279.00	280.20	358,376.00
9250001	Construction Survey and Layout	L.S.	1.00	6,693.70	6,693.70
9300100	Incidental Items Allowance	USD	25000.00	1.00	25,000.00
9300110	Miscellaneous Work 1 (Equestrian Access Gate - NRRRP-504)	EACH	1.00	8,157.40	8,157.40
9300115	Miscellaneous Work 5 (Seal Cement Crack Repair)	L.F.	317.00	10.90	3,456.30
9300127	Miscellaneous Work 17 (Relocate Interpretive Sign)	EACH	2.00	957.30	1,914.60
9330002	Handrail (PAG STD. 105)	L.F.	44.99	94.50	4,158.00
9330004	Post and Cable	L.F.	5.00	67.50	337.50
Section 2 - Subtotal:					916,510.80

BID TABULATION - CDO LEVEE (SECTION 3)					DATE: 2/22/24	
ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	
1050001	As Built Drawings	L.S.	1.00	6,693.70	6,693.70	
2010004	Preservation Fencing (Type A)	L.F.	3442.00	4.30	14,822.10	
2010006	Preservation Fencing (Type B)(Agency Discretion)	L.F.	398.00	4.90	1,470.00	
2010010	Clearing and Grubbing (Noxious and Invasive Species Control Allowance)	USD	10000.00	1.00	10,000.00	
2010011	Clearing and Grubbing	ACRE	4.00	3,485.50	13,942.00	
2020001	Removal of Structures & Obstructions	L.S.	1.00	1,094.10	1,094.10	
2020020	Removal of Curb (Existing 14" Curb)	L.F.	100.00	16.30	1,630.00	
2020104	Removal of Handrail	L.F.	69.00	25.20	1,512.00	

EXHIBIT A - BID SCHEDULE (Revised 02/16/2024)
IFB-PO-240057
SBGHRN - Big Horn Fire Flood Hazard Mitigation:
CANADA DEL ORO (CDO) LEVEE AUGMENTATION PROJECT

2030908	Burrow (Contractor Phasing)	LS	1.00	163,439.93	163,439.93
4040111	Lock Coat	TGN	3.60	49.76	178.92
4040150	Micro Seal (PMM)	SY	779.00	2.40	16,511.70
4040361	Category 1 Crack Sealing	LBS	199.60	6.20	1,178.60
4040362	Category 2 Crack Filling	LBS	950.00	5.50	10,670.00
4040364	Crack Routing	LF	655.60	2.40	1,452.60
4660902	Asphalt Concrete (No. 2)	TGN	617.60	209.50	135,546.56
6970110	Foundation for Sign Post (Perforated)	EACH	1.00	239.30	239.30
7010365	Traffic Control	LS	1.00	50,612.69	50,612.69
7010269	Obsolete Pavement Marking	LF	1347.60	1.75	2,289.96
7090361	Painted Pavement Marking	LF	1347.60	2.10	2,828.76
8030320	Decomposed Granite	SY	1211.00	11.20	13,563.20
8950394	Seeding (Class II)	ACRE	0.79	11,264.35	8,898.86
8950969	Seeding (Class II) (2nd Application)	ACRE	0.80	8,764.10	7,011.28
8960111	Miscellaneous Landscape Work Allowance	USD	10000.96	1.80	10,000.60
8100361	AZPDES/MPDES (Original)	LS	1.00	116,469.70	116,469.70
8180365	Sediment Log (Discretionary)	LF	49.99	12.00	480.00
8100365	Sediment Waiver (Discretionary)	LF	309.60	10.20	3,666.60
8160312	AZPDES/MPDES Allowance (Modified)	USD	14000.96	1.00	14,000.96
9040361	Mobilization	LS	1.00	47,865.10	47,865.10
9250301	Construction Survey and Layout	LS	1.00	6,693.70	6,693.70
9360169	Incidental Items Allowance	USD	20000.00	1.00	20,000.00
9360145	Miscellaneous Work 5 (Six Cement Crack Repair)	LF	695.60	11.40	6,897.60
9360122	Miscellaneous Work 12 (Six Med Habitat)	LF	2734.60	39.80	108,813.20
9360124	Miscellaneous Work 14 (14-Inch Curb)	LF	186.60	63.90	6,399.60
9360130	Miscellaneous Work 20 (Temporary Enclosures)	EACH	3.00	9,458.90	28,376.70
9330902	Handout (PAG STD. 105)	LF	69.00	189.00	11,340.00

EXHIBIT A - BID SCHEDULE (Revised 02/16/2024)
IFB-PO-2400057
SBGHRN - Big Horn Fire Flood Hazard Mitigation:
CANADA DEL ORO (CDO) LEVEE AUGMENTATION PROJECT

932004	Post and Cable	L.F.	355.00	67.50	23,962.50
Section 3 - Subtotal:					859,879.73

BID TABULATION - CDO LEVEE (SECTION 4)						DATE: 2/22/24
ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	
105001	As-Built Drawings	L.S.	1.00	6,693.70	6,693.70	
201001	Preservation Fencing (Type A)	L.F.	812.00	4.50	3,654.00	
201005	Preservation Fencing (Type B)(Agency Discretion)	L.F.	300.00	4.90	1,470.00	
201010	Clearing and Grubbing (Noxious and Invasive Species Control Allowance)	USD	10,000.00	1.00	10,000.00	
201011	Clearing and Grubbing	ACRE	1.50	4,647.40	6,971.10	
202001	Removal of Structures & Obstructions	L.S.	1.00	4,716.10	4,716.10	
202029	Removal of Bituminous Pavement	S.Y.	143.00	34.00	4,862.00	
202004	Removal of Hardfill	L.F.	207.00	19.00	4,119.30	
203008	Berow (Contractor Phase)	L.S.	1.00	48,597.99	48,597.99	
205001	Grading Roadway for Pavement	S.Y.	47.00	28.60	1,353.60	
503003	Aggregate Base	C.Y.	6.00	389.40	2,336.40	
405011	Top Coat	TON	0.10	1,790.20	179.02	
404010	Micro Seal (P.M.)	S.Y.	126.00	9.59	1,197.60	
406002	Asphaltic Concrete (1in. 2)	TON	21.00	316.30	6,516.30	
701005	Traffic Control	L.S.	1.00	55,399.10	55,399.10	
708001	Painted Pavement Marking	L.F.	154.00	2.10	323.40	
805004	Seeding (Class B)	ACRE	0.06	11,264.30	675.06	
805009	Seeding (Class B) (2nd Application)	ACRE	0.06	8,764.00	525.84	
8061700	Landscape Planting	HOUR	16.00	232.00	3,493.60	
808011	Miscellaneous Landscape Work Allowance	USD	5,000.00	1.00	5,000.00	
810001	AZPOES-NDPDES (Original)	L.S.	1.00	10,044.59	10,044.59	

EXHIBIT A - BID SCHEDULE (Revised 02/16/2024)
IFB-PO-2400057
SBGHRN - Big Horn Fire Flood Hazard Mitigation:
CANADA DEL ORO (CDO) LEVEE AUGMENTATION PROJECT

8160005	Sediment Log (Discretionary)	LF	10.00	12.00	120.00
8160006	Sediment Wafer (Discretionary)	LF	130.00	10.30	1,333.00
8160012	AZPDES/HIDES Allowance (Mod Fed)	USD	5000.00	1.00	5,000.00
9910001	Mobilization	L.S.	1.00	47,865.10	47,865.10
9980205	Concrete Sidewalk (Discretionary)	S.F.	1280.00	13.00	16,640.00
9950206	Curb Access Ramp, Std. Dbl. 207 (A9 Ramp Types) (Discretionary)	EA/CI	1.00	5,993.40	5,993.40
9140101	Fixed Wall (Cast-in-Place)	LF	443.00	298.99	42,747.70
9140105	Tapered Fixed Wall (Cast-in-Place)	LF	67.00	235.70	15,791.90
9250001	Construction Survey and Layout	L.S.	1.00	6,693.70	6,693.70
9360100	Incidental Items Allowance	USD	15,000.00	1.00	15,000.00
9360120	Miscellaneous Work 10' Mod Handled	LF	443.00	41.40	5,920.20
9390002	Handrail (PAG STD. 105)	LF	65.00	268.90	17,478.50
Section 4 - Subtotal					358,476.12

BID TABULATION - CDO LEVEE (SECTION 5)					DATE: 2/22/24
ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1050001	As Built Drawings	L.S.	1.00	6,693.70	6,693.70
2010001	Preservation Fencing (Type A)	LF	1751.00	4.30	7,520.30
2010005	Preservation Fencing (Type B)(Agency Discretion)	LF	395.00	4.90	1,970.00
2010010	Cleaning and Grubbing (Noxious and Invasive Species Control Allowance)	USD	10,000.00	1.00	10,000.00
2010011	Cleaning and Grubbing	ACRE	0.50	9,291.70	4,647.35
2020001	Removal of Structures & Obstructions	L.S.	1.00	273.50	273.50
2030009	Removal of Bituminous Pavement	S.Y.	393.50	21.40	6,481.20
2050001	Grading Roadway for Pavement	S.Y.	378.00	7.20	2,721.60
2050011	Grading for Aggregate Base Section	S.Y.	121.00	11.20	1,355.20
2050003	Aggregate Base	CY	42.00	149.10	6,262.20

EXHIBIT A - BID SCHEDULE (Revised 02/16/2024)
IFB-PO-240057
5BGHRN - Big Horn Fire Flood Hazard Mitigation:
CANADA DEL ORO (CDO) LEVEE AUGMENTATION PROJECT

4030304	Aggregate Base (Non-Treated)	CY	79.90	121.60	2,432.00
4040111	Tack Coat	TON	0.70	1,893.69	360.92
4040150	Micro Seal (PMMA)	S.Y.	1500.00	3.00	3,300.00
4040261	Category 1 Crack Sealing	LBS.	25.00	34.60	870.00
4040262	Category 2 Crack Filling	LBS.	265.00	5.80	1,479.00
4040354	Crack Routing	LF	89.00	9.00	720.00
4060162	Asphaltic Concrete (No. 2)	TON	59.00	225.40	13,290.00
5150306	Utility Protection, Depth <12"	EACH	3.00	664.90	1,994.70
5150101	Utility Impact Allowance	USD	7500.00	1.00	7,500.00
6070110	Foundation for Sign Post (Pierced)	EACH	1.00	239.30	239.30
7010305	Traffic Control	L.S.	1.00	55,399.10	55,399.10
7010250	Obsolete Pavement Marking	LF.	177.00	1.70	300.00
7050304	Painted Pavement Marking	LF.	177.00	2.10	371.70
8050304	Seeding (Class II)	ACRE	0.42	11,264.30	4,731.01
8050305	Seeding (Class II) (2nd Application)	ACRE	0.42	8,764.10	3,680.92
8051700	Landscape Pruning	HOUR	30.00	232.90	6,987.00
8050111	Miscellaneous Landscape Work Allowance	USD	10000.00	1.00	10,000.00
8100901	AZPDES/NPDES (Original)	L.S.	1.00	24,502.80	24,502.80
8100305	Sediment Log (Discretionary)	LF.	40.00	11.90	476.00
8100306	Sediment Waive (Discretionary)	LF.	240.00	10.30	2,472.00
8100012	AZPDES/NPDES Allowance (Ind Fed)	USD	11000.00	1.00	11,000.00
9010304	Mobilization	L.S.	1.00	60,715.50	60,715.50
9130301	Gravel (Dumped)	CY	24.00	115.50	2,772.00
9130303	Rebar (Band Placed) (Grouted)	S.Y.	12.00	425.00	5,100.00
9140401	Flow Wall (Cast in Place)	LF.	411.00	288.80	127,360.00
9250001	Construction Survey and Layout	L.S.	1.00	6,693.70	6,693.70
9300100	Incidental Home Allowance	USD	20000.00	1.00	20,000.00

EXHIBIT A - BID SCHEDULE (Revised 02/16/2024)
IFB-PO-2400057
SBGHRN - Big Horn Fire Flood Hazard Mitigation:
CANADA DEL ORO (CDO) LEVEE AUGMENTATION PROJECT

0300115	Miscellaneous Work 5 (Seal Cement Crack Repair)	L.F.	89.00	16.40	1,312.00
Section 5 - Subtotal					423,517.80

BID TABULATION - CDO LEVEE (SECTION 6)					DATE: 2/22/24	
ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	
1050001	As-Built Drawings	L.S.	1.00	6,693.70	6,693.70	
2916006	Preservation Fencing (Type B)(Agency Discretion)	L.F.	396.00	4.90	1,470.00	
2910010	Clearing and Grubbing (Noxious and Invasive Species Control Allowance)	USD	1000.00	1.00	1,000.00	
2910011	Clearing and Grubbing	ACRE	0.50	9,294.70	4,647.35	
2920001	Removal of Structures & Obstructions	L.S.	1.00	195.10	195.10	
2930001	Borrow	C.Y.	139.00	129.70	18,028.30	
2950011	Grading for Aggregate Base Section	S.Y.	723.00	7.50	5,422.50	
3070003	Aggregate Base	C.Y.	81.00	149.10	12,077.10	
3070004	Aggregate Base (Lime Treated)	C.Y.	113.00	99.70	11,266.60	
4040150	Micro Seal (PMM)	S.Y.	312.00	4.10	1,279.20	
4040301	Category 1 Crack Sealing	LBS	19.00	45.70	852.00	
4040302	Category 2 Crack Filling	LBS	39.00	19.60	1,568.00	
4040304	Crack Routing	L.F.	25.00	28.80	720.00	
5150005	Utility Relocating, Depth <12'	EACH	4.00	664.90	2,659.60	
5150101	Utility Impact Allowance	USD	5000.00	1.00	5,000.00	
7910005	Traffic Control	L.S.	1.00	59,590.10	59,590.10	
7910200	Glosscoat Pavement Marking	L.F.	187.00	1.70	317.90	
7960001	Painted Pavement Marking	L.F.	187.00	2.10	392.70	
8030000	Decomposed Granite	S.Y.	168.00	11.20	1,881.60	
8030010	Grande Malch	S.Y.	483.00	35.10	16,953.30	
8060004	Seeding (Class II)	ACRE	0.27	11,264.30	3,041.36	

EXHIBIT A - BID SCHEDULE (Revised 02/16/2024)
IFB-PO-240057
SBGHRN - Big Horn Fire Flood Hazard Mitigation:
CANADA DEL ORO (CDO) LEVEL AUGMENTATION PROJECT

8050309	Seeding (Class II) (2nd Application)	ACRE	0.27	8,764.10	2,365.31
8061963	Trees (Five Gallon) (Agency Provided)	EACH	12.30	55.80	689.60
8061287	Shrub (Five Gallon) (Agency Provided)	EACH	11.00	59.00	649.00
8061610	Cactus (Agency Provided)	EACH	6.00	81.40	488.40
8061760	Landscape Pruning	HOUR	30.00	232.90	6,987.00
8070801	Landscaping Establishment (12 Months)	L.S.	1.00	125,256.70	125,256.70
8080951	Irrigation Gal System	EACH	23.00	134.00	3,082.00
8090111	Miscellaneous Landscape Work Allowance	USD	25000.00	1.00	25,000.00
8100001	AZFOES-NPDES (Original)	L.S.	1.00	14,006.00	14,006.00
8100306	Sediment Log (Discretionary)	L.F.	49.00	11.30	476.00
8100306	Sediment Wall (Discretionary)	L.F.	240.00	10.30	2,472.00
8100012	AZFOES-NPDES Allowance (Modified)	USD	11000.00	1.00	11,000.00
9010901	Mobilization	L.S.	1.00	47,865.10	47,865.10
9250001	Construction Survey and Layout	L.S.	1.00	6,693.70	6,693.70
9290111	Survey, Additional Staking and Layout Allowance	USD	2000.00	1.00	2,000.00
9300100	Incidental Items Allowance	USD	20000.00	1.00	20,000.00
9300131	Miscellaneous Work 21 (Recreate Park Furniture)	EACH	1.00	566.00	566.00
9300116	Miscellaneous Work 5 (Set Cement Crack Repair)	L.F.	25.00	39.30	982.50
9330004	Post and Cable	L.F.	26.00	67.50	1,755.00
Section 6 - Subtotal					427,689.92

BID TABULATION - CDO LEVEL (SECTION 7)				DATE: 2/22/24	
ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1050901	As Built Drawings	L.S.	1.00	6,693.70	6,693.70
2010001	Preservation Fencing (Type A)	L.F.	3825.00	4.60	17,595.00
2010005	Preservation Fencing (Type B) (Agency Discretion)	L.F.	550.00	5.00	2,800.00

EXHIBIT A - BID SCHEDULE (Revised 02/16/2024)
IFB-PO-240057
SBGHRN - Big Horn Fire Flood Hazard Mitigation:
CANADA DEL ORO (CDO) LEVEE AUGMENTATION PROJECT

2010010	Clearing and Grubbing (Noxious and Invasive Species Control Allowance)	USD	15000.00	1.00	15,000.00
2010011	Clearing and Grubbing	ACRE	6.30	2,950.70	18,589.41
2020001	Removal of Structures & Obstructions	L.S.	1.00	1,098.00	1,098.00
2020104	Removal of Handrail	L.F.	1380.00	12.60	17,398.00
2030006	Borrow (Contractor Paving)	L.S.	1.00	69,074.60	69,074.60
5150005	Utility Potting, Depth <12"	EACH	2.00	664.90	1,329.80
7010005	Traffic Control	L.S.	1.00	69,185.60	69,185.60
8030020	Decomposed Granite	SY	57.00	11.20	639.40
8050004	Seeding (Class III)	ACRE	0.04	11,261.30	450.57
8050009	Seeding (Class III) (2nd Application)	ACRE	0.04	8,764.30	350.57
8081700	Landscape Fencing	HOOR	20.00	232.00	4,598.00
8090111	Miscellaneous Landscape Work Allowance	USD	10000.00	1.00	10,000.00
8160001	AZPDES/NPDES (Original)	L.S.	1.00	36,435.20	36,435.20
8160005	Sediment Log (Discretionary)	L.F.	40.00	11.90	476.00
8160006	Sediment Wattle (Discretionary)	L.F.	220.00	10.30	2,266.00
8160012	AZPDES/NPDES Allowance (Mod-Fed)	USD	11000.00	1.00	11,000.00
8910001	Mobilization	L.S.	1.00	47,865.10	47,865.10
9140101	Flood Wall (Cast-In-Place)	L.F.	1296.00	227.60	295,228.00
9280901	Construction Survey and Layout	L.S.	1.00	6,693.70	6,693.70
9360100	Incidental Items Allowance	USD	25000.00	1.00	25,000.00
9380121	Miscellaneous Work 11 (18' Mod Handrail)	L.F.	1296.00	43.20	55,987.20
9390002	Handrail (PAG STD. 105)	L.F.	89.00	84.50	7,560.00
9390011	Removable Post Barricade (Std. 107)	EACH	6.00	1,428.00	8,571.60
Section 7 - Subtotal:					722,925.25
TOTAL BID AMOUNT (Sum of Section 1 - 7)					4,158,359.29

Four Million, One Hundred Fifty-Eight Thousand, Three Hundred Fifty-Nine Dollars and 29 Cents
TOTAL BID AMOUNT - Written Amount (In Words)

EXHIBIT B - GENERAL CONDITIONS (10 pages)

ARTICLE 1. DEFINITIONS

Whenever in these Specifications, or in any document of instructions where these Specifications govern, the following terms or pronouns in place of them are used, the intent and meaning will be interpreted as follows:

Bid: The offer of the Bidder for the work when properly made out on forms containing the Bid for Lump Sum Construction supplied by County and properly submitted, signed and guaranteed.

Bid Documents: All Drawings, Technical Specifications, Supplementary General and/or General Conditions, Bid Schedule, Construction Contract and Bonds, and Contract Documents.

Bidder: Any individual, firm or corporation, qualified as herein provided, legally submitting a Bid for the work contemplated, acting directly or through an authorized representative.

Board: The Board of Directors, Pima County, Arizona, acting under authority of the laws of Arizona.

Building Code: The directions, provisions, and requirements contained in the current edition of the Building Codes, with Amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished and measurement for payment of same.

Contract: The written Agreement between County and Contractor covering the performance of the work and the furnishing of labor, equipment, and materials in the construction of the work.

Contract Bond: The approved form of security furnished by Contractor and its Surety as a guarantee on the part of Contractor to execute the work in accordance with the terms of the Contract.

Contractor: The party who undertakes to execute the work, acting directly or through an authorized lawful agent or employee.

County: Pima County, Arizona, a body politic and corporate, the owner of the work.

District: The Pima County Regional Flood Control District.

Director: The Pima County Department Director, an assistant or other representative duly authorized by a Department Director to act on their behalf.

Extra Work: Work, including materials, for which no price agreement is contained in the Contract and which is deemed necessary for the proper completion of the work.

Item: A detail of work for which separate payment is made.

Laboratory: The established laboratory of the Department or other laboratories authorized by County to test materials and work involved in the Contract.

Plans: The Contract drawings or exact representations thereof, which show the location, character, dimensions, and details of the work.

Project Manager, Engineer, or Architect: The person designated by County to oversee the project on its behalf.

Standard Specifications: The directions, provisions, and requirements contained in the current edition of the PAG Standard Specifications for Public Improvements 2015 Edition with Amendments, as adopted by Pima County,

supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished and measurement of payment of same.

Supplementary Agreement: A written agreement executed by Contractor and County covering alterations to the project. A change order or a force account work request prepared on the approved form of the Department is a supplementary agreement.

Supplementary General Conditions or Special Conditions: The Supplementary General Conditions or Special Conditions are additional to the General Conditions, which are conditions or requirements peculiar to the project under consideration.

Surety: The corporate body which is bound with and for Contractor, who is primarily liable, and which (agrees) to be responsible for its payment of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

The Work: All of the work specified in the Contract.

ARTICLE 2. RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES

County does not guarantee the existence and locations of underground utilities indicated on the plans and Contractor will investigate and verify the location of underground utilities in the field before starting work. Contractor will carefully perform excavations in the vicinity of existing structures and utilities. Contractor is responsible for any damage to, and for maintenance and protection of, existing utilities and structures. At least two full working days prior to commencing excavation, contractor must call blue Stake Center, 1-800-STAKE-IT, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday for information relative to the location of buried utilities.

Contractor is fully responsible for costs incurred due to damage to utilities as a result of grading or excavation operations. Utility locations shown on the Plans are approximate, and not all utilities may be shown. The possibility of conflicts with existing utilities –in-place exists. If conflicting utilities interfere with Contractor's normal progress toward completion of this project, County may, at its option, authorize Contractor to relocate said conflicting utilities by Force Account.

It is the responsibility of Contractor to contact the utility companies in order for them to determine if there is a need for any bracing or shoring of power to telephone poles during the construction of this project. If bracing or shoring is necessary, Contractor will effect this work to the satisfaction of the utility company. County will make no measurement or direct payment for bracing or shoring.

ARTICLE 3. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- a. Laws to be Observed -- Contractor is presumed to be familiar with and at all times will observe and comply with all Federal and State laws and local ordinances, worker's compensation, occupational disease, and unemployment compensation laws together with the payment of all premiums and taxes therefor, also all laws, ordinances, and regulations in any manner affecting the conduct of the work and will indemnify and hold harmless County and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by Contractor or by Contractor's employees.
- b. Permits and Licenses -- Contractor will procure all County building permits, and sewer connection fees. Contractor will post required permits on site and give all notices necessary and incidental to the due and

lawful prosecution of the work. Contractor will procure and pay for all other permits, fees, and applications for water, gas, electric and other utilities.

- c. Sanitary Provisions -- Contractor will provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the Arizona Department of Health Services or other authorities having jurisdiction therein.
- d. Public Convenience and Safety -- Contractor will have due regard for the public health and will conduct the work in such a manner as to provide and insure the safety and convenience of the public.

When special conditions prevail and extraordinary measures are necessary, the details will be set forth in the Technical Specifications or Special Provisions.

- e. Barricades, Warning Lights, and Detour Signs -- Contractor will at its expense and without further order provide, erect, and maintain at all times during the progress or temporary suspension of the work such barricades, fences, warning lights, danger signals, reflectors, signs, or other protective devices as are required to insure the safety of the public, those engaged in connection with the work and the work itself.

Unless otherwise expressly stated in the Contract, no measurement or direct payment for this work will be made, but the cost of providing, erecting, and maintaining such protection devices, including guards, watchmen and/or flagmen as required will be considered as included and paid for in the contract prices for the work.

- f. Use of Explosives -- Prohibited
- g. Preservation and Restoration of Property -- Contractor will be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and will conduct its operations so as to insure the prevention of injury or damage thereto. No land monuments or property will be disturbed or moved until an authorized agent has witnessed or otherwise referenced their locations.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence or the non-execution thereof on the part of Contractor, Contractor will restore such property at its own expense to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or it will make good such damage or injury in an acceptable manner.

- h. Contractor's Responsibility for Work -- Until written final acceptance of the work by County, Contractor will have the charge and care thereof and will take every precaution against injury or damage to any part thereof by action of elements, or from any other cause, whether arising from the execution or non-execution of the work. The Contractor will rebuild, repair, restore, and make good all injuries or damages of any portion of the work occasioned by any of the above causes before final acceptance and will bear the expense thereof.

In case of the suspension of work for any cause whatever, Contractor will be responsible for all work and materials and will take proper care of the work, storing all materials if necessary, and will provide suitable drainage of the work and erect necessary temporary structures.

- i. Waiver of Legal Rights -- County will not be precluded or be estopped, by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. Neither the acceptance by County or by any representative of County nor any payment, nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by County will operate as a waiver of any portion of the

Contract or of any power herein reserved, or any right to damage herein provided. A waiver of any breach of the Contract is not a waiver of any other subsequent breach.

ARTICLE 4. ACCIDENTS

Contractor will provide, at the site, such equipment, and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work.

Contractor must promptly report in writing to County all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, Contractor will report the accident immediately by telephone or messenger to both County and the Board.

If any claim is made by anyone against Contractor or any Subcontractor on account of any accident, Contractor will promptly report the facts in writing to County, giving full details of the claim.

ARTICLE 5. RESERVED

ARTICLE 6. RESERVED

ARTICLE 7. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Contract documents are complementary, and what is called for by any one will be as binding as if called for by all, and the most stringent requirement will apply. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications will be supplied unless distinctly so noted on the drawings. Materials or work described in words that so applied have a well-known technical or trade meaning will be held to refer to such recognized standards.

ARTICLE 8. DETAIL DRAWINGS AND INSTRUCTIONS

County will furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the Bid documents, true developments thereof, and reasonably inferable therefrom.

ARTICLE 9. COPIES OF DRAWINGS FURNISHED

County will provide, at no cost to Contractor, two complete sets of code approved construction documents in non-reproducible form.

County will provide, at no cost to Contractor, five (5) non-reproducible sets of construction documents used during the course of bidding the work (Bid Sets) for execution on the work. It will be Contractor's responsibility to ensure that any modifications called for as a result of the permit process are transferred to the bid sets.

Contractor may purchase additional sets of code-approved sets or bid sets construction documents, at its expense.

ARTICLE 10. ORDER OF COMPLETION

Contractor will submit at such times as may be requested by County, schedules which will show the order in which Contractor proposes to carry on the work with dates at which Contractor will start the several parts of the work and estimated dates of completion of the several parts.

ARTICLE 11. CONSTRUCTION DOCUMENTS ON THE JOB SITE

Contractor will keep one copy of code approved construction documents on the job site, in good order, available to County and to County's representatives. This set of documents will be kept current as to pending and approved changes in the work.

ARTICLE 12. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by County are the property of Pima County. They are not to be used on other work and with the exception of the signed Contract set, and are to be returned to County on request, at the completion of the work. All models are the property of County.

ARTICLE 13. CONTRACTOR'S UNDERSTANDING

Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversations with any officer, agent or employee of County, either before or after the execution of this Contract, will affect or modify any of the terms or obligations herein contained.

ARTICLE 14. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise agreed, Contractor will provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise agreed, all materials will be new, and both workmanship and materials will be of good quality. Contractor will, if required, furnish satisfactory evidence as to the kind and quality of materials.

Contractor will at all times enforce strict discipline and good order among its employees, and will not employ on the work any unfit person or anyone not skilled in the work that Contractor assigns to that person.

ARTICLE 15. ROYALTIES AND PATENTS

Contractor will pay all royalties and license fees. Contractor will defend all suits or claims for infringement of any patent rights and will hold County harmless from loss on account thereof, except that County will be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if Contractor has information that the process or article specified is an infringement of a patent it will be responsible for such loss unless it promptly gives such information to County.

ARTICLE 16. SURVEYS, PERMITS, AND REGULATIONS

County will furnish all property surveys unless otherwise specified. Contractor will secure and pay for permits and licenses of a temporary nature necessary for the prosecution of the work except as noted in Article 3.b. County will secure and pay for easements for permanent structures or permanent changes in existing facilities unless otherwise agreed.

Contractor will give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If Contractor observes that the drawings and specifications are at variance therewith, it will promptly notify County in writing, and any necessary changes will be adjusted as provided in the Contract for changes in the work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to County, it will bear all costs arising therefrom.

ARTICLE 17. PROTECTION OF WORK AND PROPERTY

Contractor will continuously maintain adequate protection of all its work from damage and will protect County's property from injury or loss arising in connection with this Contract. It will make good any such damage, injury, or

loss, except such as may be directly due to errors in the bid documents or caused by agents or employees of County. It will adequately protect adjacent property as provided by law and the bid documents. It will provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

If an emergency should occur affecting the safety of life or the work or of adjoining property, Contractor, without special instruction or authorization from County, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and Contractor will so act, without appeal, if so instructed or authorized. Any compensation claimed by Contractor on account of emergency work will be determined by County.

Contractor is responsible for equipment, materials, and supplies until completion of the project and acceptance by County.

ARTICLE 18. INSPECTION OF WORK

County representatives will at all times have access to the work wherever it is in preparation or progress and Contractor will provide proper facilities for such access and for inspection.

If the specifications, County's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, Contractor will give County timely notice of its readiness for inspection and if the inspection is by an authority other than County, of the date fixed for such inspection. Inspections by County will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of County, it must, if required by County, be uncovered for examination at Contractor's expense.

Re-examination of questioned work may be ordered by County and if so ordered the work must be uncovered by Contractor. If such work is found to be in accordance with the bid documents, County will pay the cost of re-examination and replacement. If such work is found not to be in accordance with the bid documents, Contractor will pay such cost.

ARTICLE 19. SUPERINTENDENCE - SUPERVISION

Contractor will keep on its work site during its progress a competent Superintendent and any necessary assistants, all satisfactory to County. The Superintendent will not be changed except with the consent of County, unless the Superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The Superintendent will represent Contractor in its absence and all directions given to it will be as binding as if given to Contractor. Contractor will give efficient supervision to the work using its best skill and attention.

If Contractor, in the course of the work, finds any discrepancy between the construction documents and the physical conditions of the locality, or any errors or omissions in the construction documents or in the layout as given by points and instructions, it will be its duty to immediately inform County, in writing, and County will promptly verify the same. Any work done after such discovery, until authorized, will be done at Contractor's risk.

Neither County nor Contractor, will employ an employee of the other without consent.

ARTICLE 20. RESERVED

ARTICLE 21. CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK

If Contractor claims that any additional instructions by drawings or otherwise involve extra cost under this Contract, it will give County written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property. No such claim will be valid unless so made.

ARTICLE 22. DEDUCTIONS FOR UNCORRECTED WORK

If County deems it not expedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price will be made, therefore.

Contractor will promptly remove from the premises all materials condemned by County as failing to conform to the Contract, whether incorporated in the work or not, and Contractor will promptly replace and re-execute its own work in accordance with the Contract and without expense to County and will bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, County may remove them and may store the material at the expense of Contractor. If Contractor does not pay the expense of such removal within ten days' time thereafter, County may, upon ten days written notice, sell such materials at auction or at private sale and will account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by Contractor.

ARTICLE 23. SUSPENSION OF WORK

County may at any time suspend the work, or any part thereof by giving three (3) days' notice to Contractor in writing. When the reason for such suspension involves safety, health, or welfare issues, the three (3) day written notice requirement may be waived at the decision of the County Management. Contractor will resume the work within ten (10) days after the date fixed in the written notice from County to Contractor to do so.

ARTICLE 24. COUNTY'S RIGHT TO DO WORK

If Contractor neglects to prosecute the work properly or fails to perform any provision of this Contract, County may, after three (3) days written notice to the Contractor, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.

ARTICLE 25. COUNTY'S RIGHT TO TERMINATE CONTRACT

If Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payment to subcontractors for material or labor, or persistently disregards laws, ordinances, or the instructions of County, or otherwise is guilty of a substantial violation of any provision of the contract, then County may, without prejudice to any other right or remedy and after giving Contractor ten (10) days written notice, terminate the employment of Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method County may deem expedient. In such case Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price will exceed the expense of finishing the work, including compensation for additional managerial and administrative service, such excess will be paid to Contractor. If such expense will exceed such unpaid balance, Contractor will pay the difference to County. County will certify the expense incurred by County as herein provided, and the damage incurred through the Contractor's default.

ARTICLE 26. REMOVAL OF EQUIPMENT

In any case of annulment or termination of this Contract before completion from any cause whatever, Contractor, if notified to do so by County, will promptly remove any part or all of its equipment and supplies from the property of County, failing which County will have the right to remove such equipment and supplies at the expense of Contractor.

ARTICLE 27. USE OF COMPLETED PORTIONS

County has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired, but such taking

possession and use is not an acceptance of any work not completed in accordance with the Bid documents. If such prior use increases the cost of or delays the work, Contractor will be entitled to such extra compensation, or extension of time, or both, as County may determine.

ARTICLE 28. PAYMENTS WITHHELD

County may decline to certify payment or, because of discovered evidence or observations, may nullify the whole or any part of any certificate for payment previously issued, to such extent as may be necessary in its opinion to protect County from loss because of:

- a. Defective work not remedied.
- b. Third party claims filed or reasonable evidence indicating probable filing of such claims.
- c. Failure of Contractor to make payments properly to Subcontractors or for labor, materials, or equipment.
- d. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum.
- e. Damage to another Contractor.

When the above grounds are removed, payment will be made for amounts withheld because of them.

ARTICLE 29. WARRANTY

Contractor will provide a written guarantee covering all costs for repair or replacement of defective work for a period of two (2) years (or longer if noted elsewhere in the construction documents) from substantial completion. Contractor will complete repair, or respond to County in writing with repair solution, within seventy-two (72) hours of notification by County. County may make emergency repairs to ensure life safety or to prevent property loss, without invalidating the warranty.

ARTICLE 30. LIENS

Neither the final payment nor any part of the retained percentage will become due until Contractor delivers to County a complete release of all liens arising out of this Contract, or receipts in full or in lieu thereof, and if required in either case, an affidavit that so far as it has knowledge or information, the release and receipts include all the labor for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to County, to indemnify County against any lien. If any lien remains unsatisfied after all payments are made, Contractor will pay to County all monies that County may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ARTICLE 31. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by County's forces or other contractors is contiguous to work covered by this Contract the respective rights of the various interests involved will be established by the County to secure the completion of the various portions of the work in general harmony.

ARTICLE 32. SEPARATE CONTRACTS

County reserves the right to let other contracts in connection with this work. Contractor will afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and will properly connect and coordinate its work with theirs.

If any part of Contractor's work depends upon proper execution or results of the work of any other contractor, Contractor will inspect and its report will constitute an acceptance of the other contractor's work after the execution of its work.

To insure the proper execution of its subsequent work, Contractor will measure work already in place and will once report to County any discrepancy between the executed work and the drawings.

ARTICLE 33. COUNTY'S STATUS

The County has general review of the work and has the authority to reject all work and materials that do not conform to the Contract.

ARTICLE 34. CLAIMS AND DISPUTES

All claims, demands, disputes, controversies, and differences that arise between the parties hereto as result of or in connection with this Contract will be referred to County in writing with a request for review and response in accordance with this paragraph, which County will render in writing within a reasonable time.

Contractor will deliver written notice of each such claim, demand, dispute, controversy or difference to County within fifteen (15) days of the occurrence of the event giving rise thereto and written supporting data will be submitted to County within forty-five (45) days of such occurrence unless County specifies a different period of time in writing to Contractor. The submission to County with respect to any such claim, demand, dispute, controversy or difference will be a condition precedent to any exercise by Contractor of such rights or remedies as Contractor may otherwise have under the Bid documents or at law in respect of any such claim, demand, dispute, controversy or difference.

If either County or Contractor is dissatisfied with any decision of County and both parties agree in writing, then the dispute may be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) will be entered in any court having jurisdiction thereof. All arbitration hearings must be held in Tucson, Arizona.

ARTICLE 35. CLEANING UP

Contractor will, as directed by County, remove from County's property and from all public and private property, at its own expense, all temporary structures, rubbish, and waste materials resulting from its operation.

ARTICLE 36. RESERVED

ARTICLE 37. ARCHAEOLOGICAL FEATURES

Construction for this project may occur in an archaeological sensitive area. The County Office of Conservation and Sustainability Cultural Resources Division will determine prior to construction (other than emergencies) any special site monitoring requirements. Human burials, including human skeletal remains, cremations, and funerary objects are protected under A.R.S. section 41-844 on state, county, and municipal lands, and under A.R.S. section 41-865 on private lands. Should archaeological features and/or artifacts or human remains, including human skeletal or cremation remains be discovered, work at that location will cease immediately, and the area will be taped off and avoided until archaeological investigations are completed. Construction is subject to delay in that location pursuant

to applicable State law, while consultation with the Arizona State Museum and appropriate documentation and data recovery takes place. To the extent permitted by law, all archaeological artifacts and other materials will belong to Pima County. No monetary compensation will be made to Contractor for any claims due to delays in the work schedule. Only the Contract construction time will be extended to permit the original scheduled number of days for completion of the project.

ARTICLE 38. RESERVED

ARTICLE 39. RESERVED

ARTICLE 40. HAZARDOUS MATERIALS/ HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT

Should Contractor uncover, or otherwise become aware of the presence of any Hazardous Materials, Hazardous Wastes or Hazardous Substances during the construction of this project, notice will be served immediately to the County Project Manager, and all work surrounding said materials or substances will be ceased until directed to proceed. Construction delays due to Hazardous Materials, Hazardous Wastes or Hazardous Substances abatement may occur.

If this Contract does not otherwise require the services of a Hazardous Materials contractor, abatement of such materials will be provided by Pima County, at its expense and independent of this Contract.

If this Contract already employs the services of a Hazardous Materials contractor, the cost to abate any such additional materials will be added to the contract as Additional Services, in accordance with the provisions of Article 21 "Claims for Cost of Additional Work".

ARTICLE 41. WASTE DISPOSAL FACILITIES

Contractor will legally dispose of all construction debris in appropriate County operated waste disposal facilities and pay any applicable fees. In the case of conflicts with the provisions of the Contract Specifications, this provision applies.

ARTICLE 42. AS-BUILT DRAWINGS

Contractor will keep an accurate record of all changes and deviations from the Project Plans and Specifications and submit to County one set of "As-Built" drawings including dimension, location of underground utilities, etc., upon completion of the work. As-Built drawings will be drawn and submitted in such a format as prescribed by County.

ARTICLE 43. RESERVED

ARTICLE 44. BUILDER'S RISK

Contractor will be responsible for equipment, materials, and supplies until completion of the project and acceptance by County.

END OF EXHIBIT B - GENERAL CONDITIONS

Exhibit C (2 Pages)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, County is required to include the following additional provisions, as applicable, under 2 C.F.R. Pt. 200, Appendix II.

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(B) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

IFB-PO-2400057

(D) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(E) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(F) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(G) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(H) See § 200.323, Procurement of recovered materials.

(I) See § 200.216, Prohibition on certain telecommunications and video surveillance services or equipment.

(J) See § 200.322, Domestic preference for procurements.

(K) Compliance with 1933 Buy American Act requirements if applicable.

EXHIBIT D - WAGE DETERMINATION (9 Pages)

"General Decision Number: AZ20240006 01/19/2024

Superseded General Decision Number: AZ20230006

State: Arizona

Construction Type: Heavy Dams

Counties: Maricopa, Mohave, Pima, Pinal and Yuma Counties in Arizona.

DAM CONSTRUCTIONPROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">Executive Order 14026 generally applies to the contract.The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">Executive Order 13658 generally applies to the contract.The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

BOIL0627-003 01/01/2021

	Rates	Fringes
BOILERMAKER	\$ 36.07	30.59

BRAZ0003-006 07/01/2020

MARICOPA, MOHAVE, PINAL, AND YUMA COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 25.95	8.49

ZONE PAY:

(Radius miles from the intersection of Central Ave. and Washington St., Phoenix, AZ)

- Zone A: 0-60 miles- Base Rate
- Zone B: 61-75 miles- Base Rate plus \$2.00 per hour
- Zone C: 75-100 miles- Base Rate plus \$3.00 per hour
- Zone D: 101-200 miles- Base Rate plus \$3.50 per hour
- Zone E: Over 200 miles- Base Rate plus \$6.50 per hour

BRAZ0003-012 07/01/2019

PIMA COUNTY

	Rates	Fringes
BRICKLAYER	\$ 25.31	8.13

ZONE PAY:

(Radius miles from the intersection of Central Ave. and Washington St., Phoenix, AZ)

- Zone A: 0-60 miles- Base Rate
- Zone B: 61-75 miles- Base Rate plus \$2.00 per hour
- Zone C: 75-100 miles- Base Rate plus \$3.00 per hour
- Zone D: 101-200 miles- Base Rate plus \$3.50 per hour
- Zone E: Over 200 miles- Base Rate plus \$6.50 per hour

CARP0408-004 07/01/2019

	Rates	Fringes
CARPENTER (Including Form Work)	\$ 28.08	12.74
PILEDRIVERMAN	\$ 27.38	12.44

CARP1914-001 09/01/2019

	Rates	Fringes
MILLWRIGHT	\$ 40.61	17.53

ZONE DEFINITIONS FOR MILLWRIGHTS: Mileage shall be calculated from the construction site to the City Hall in Phoenix or Tucson, or to the workmen's residence, whichever

is less:

- Zone 1: 0-30 miles
- Zone 2: 31-49 miles
- Zone 3: 50 miles and over

CARP1914-002 09/01/2003

	Rates	Fringes
DIVER (Standby)		
Zone 1	\$ 22.98	8.93
Zone 2	\$ 25.37	8.93
Zone 3	\$ 28.49	8.93
DIVER (Wet)		
Zone 1.....	\$ 43.79	8.93
Zone 2.....	\$ 45.17	8.93
Zone 3.....	\$ 48.29	8.93

ZONE DEFINITIONS:

Mileage shall be calculated from the construction site to the City Hall in Phoenix or Tucson, or to the workmen's residence, whichever is less:

- Zone 1: 0-30 miles
- Zone 2: 31-49 miles
- Zone 3: 50 miles and over

ENGI0428-002 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	\$ 27.04	11.72
Group 2	\$ 30.31	11.72
Group 3	\$ 31.39	11.72
Group 4	\$ 32.42	11.72

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, winch truck, air compressor, Beltcrete, boring bridge and texture, concrete mixer (skip type), conductor, brakeman, handler, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen (all), forklift and Ross carrier, generator (all), highline cableway signalman, hydrographic mulcher, hydrographic seeder, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, oiler, pavement breaker, power grizzly, power sweeper, pressure grout machine, pump, roller (except as otherwise classified), self-propelled chip spreading machine, skiploader (3 cu. yd. and less), slurry seal machine (Moto paver driver), small self-propelled compactor (with blade)-backfill, ditch operation, straw blower, tractor (D-5 and under), tripper, tugger, welding machine, wheel-type tractor (Ford, Ferguson type with attachments, Bee Gee etc.)

GROUP 2: Aggregate plant (including crushing, screening and sand plants, etc.), asphalt plant mixer, asphalt laydown machine, backhoe (rubber tired or track, less than 1 cu. yd. MRC), Bee Gee operator boring machine, concrete batch

plant (all types and sizes), concrete mechanical tamping, spreading or finishing machine (including Clary, Johnson or similar types), concrete mixer (paving type and mobile mixers), concrete pump, crane (crawler and pneumatic less than 15 ton capacity MRC), drilling machine (including water wells), elevating grader (all types and sizes except as otherwise classified), field equipment serviceman, paver and similar type equipment, motor grader (any type power blade-rough), oiler driver, operating engineer rigger, pneumatic tired scraper (all sizes and types), power jumbo form setter, road oil mixing machine, roller (on all types asphalt pavement), screed, self-propelled compactor (with blade, 815, 825 or equivalent-grade operation), skip loader (all types with a rated capacity over 3 but less than 6 cu. yd.), slip form (power driven lifting device for concrete forms), soil cement road mixing machine (single pass type), heater and planer, tractor (dozer, pusher-all), traveling pipe-wrapping machine, trenching machine, tugger (two or more)

GROUP 3: Asphalt or concrete planing, rotomill and milling machine, auto grade machine (CMI and similar equipment), boring machine (including mole, badger and similar type), concrete pump (truck mounted with boom), crane (crawler and pneumatic over 15 tons but less than 100 tons capacity MRC), crawler type tractor with boom attachment and slope bar, derrick, Gradall, heavy duty mechanic/welder, helicopter hoist operator or pilot, highline cableway, mass excavator (150 Bucyrus, Erie and similar type), mechanical hoist (two or more drums), motor grader (any type power blade-finish), mucking machine, overhead crane, Grade Checker, piledriver engineer (portable, stationary or skid rig), power driven ditch lining or ditch trimming machine, remote control earth moving machine, skip loader (all types with rated capacity 6 cu. yd. but less than 10 cu. yd.), slip form paving machine (including Gunnert, Zimmerman and similar types), tower crane or similar type, universal equipment operator (backhoe, clamshell, dragline, shovel etc., up to 10 cu. yd.); Operating Engineers Electrician including Tower Erector, Lineman & Cable Splicer (load side of main disconnect).

GROUP 4: Crane operator (pneumatic or crawler-100 tons hoisting capacity and over, MRC rating), skip loader (all types with rated capacity of 10 cu. yd. or more), universal equipment operator (backhoe, clamshell, dragline, shovel, etc., 10 cu. yd. and over)

Multiple-Unit Earth Equipment (Holland Loader etc.), Tractor operator, Pneumatic-Tired or Track type, Two Units-\$0.50 per hour over base rate; and \$1.00 per hour for each additional unit

All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive \$0.01 per hour per foot over 80 ft in addition to regular rate of pay

Premium pay for performing hazardous waste removal \$0.50 per hour over base rate.

* IRON0075-001 10/01/2023

Rates

Fringes

IRONWORKER.....\$ 32.00 18.91

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
Zone 2: 050 to 100 miles - Add \$4.00
Zone 3: 100 to 150 miles - Add \$5.00
Zone 4: 150 miles & over - Add \$6.50

LABO1184-006 06/01/2023

	Rates	Fringes
Laborers:		
Group 1.....	\$ 24.18	7.59
Group 2.....	\$ 25.82	7.59
Group 3.....	\$ 26.68	7.59
Group 4.....	\$ 27.65	7.59
Group 5.....	\$ 28.75	7.59

LABORERS CLASSIFICATIONS:

GROUP 1: Laborer, general or construction; tool dispatcher or checker; manually controlled signal operator; fence builder, guard rail builder-highway; chat box man; dumpman and/or spotter; rip rap stone man; rock slinger; form stripper; packing rod steel and pans; cesspool diggers and installers; astro turf layer; clean up-bull gang trackman, railroad; chipper (clearing and grubbing); kettleman-tarman; spikers, wrenchers-creosote tieman; floor sanders-concrete; sandblaster (pot tender); powderman tender; fine grader; all tenders not herein separately classified; window cleaner; flagger

GROUP 2: Concrete laborer (belt, pipe and/or hoseman); cement mason tender; cutting torch operator; power type concrete buggy; bander; guinea chaser

GROUP 3: Operator and tender of pneumatic and electric tools; concrete vibrating machines, chain saw (on clearing and grubbing); hydraulic jacks and similar mechanical tools not separately herein classified; pipe caulker and/or backup man-pipeline; riggers and signal man-pipeline; pipe wrapper; cribber & shorer (except tunnel); pneumatic gopher; pre-cast manhole erector

GROUP 4: Asphalt raker and ironer; air and water washout nozzle man (low and high pressure); scaler (using bos'n's chair or safety belt); tamper (mechanical-all types); sandblaster (nozzleman); concrete saw (hand-guided); concrete cutting torch; gunite (gunman, mixerman, rodman); bio-filer, pressman, installer, operator; hand-guided trencher and similarly operated equipment; driller (jackhammer and/or pavement breaker); grade setter (pipeline); pipe layer including but not limited to non-metallic transite and plastic pipe, water pipe, sewer pipe, drain pipe, and underground tile pipe and conduit); chuck tender (except tunnel)

GROUP 5: Drill doctor and/or air tool repairman; scaler (driller); form setter and/or builder; welder and/or pipelayer installing process piping; driller-core, diamond, wagon, air track, Joy, Mustang, PR-143, 220 Gardner-Denver, Hydrasonic, powderman; water blaster operator

NOTE: \$0.50 per hour premium for performing hazardous waste removal

PAIN0086-004 04/01/2014

	Rates	Fringes
PAINTER.....	\$ 22.42	4.85

PLAS0394-004 07/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 25.08	8.57

PLUM0469-005 07/01/2019

	Rates	Fringes
PLUMBER/PIPE FITTER		
Maricopa, Mohave, Pinal, and Yuma	\$ 44.00	17.15
Pima.....	\$ 38.65	17.15

TEAM0104-002 07/01/2023

	Rates	Fringes
TRUCK DRIVER		
Group 2.....	\$ 26.00	1.60+a
Group 3.....	\$ 26.48	1.60+a
Group 4.....	\$ 27.73	1.60+a
Group 5.....	\$ 26.85	1.60+a
Group 6.....	\$ 28.52	1.60+a

A. Health & Welfare \$1,261.06 per month.

FOOTNOTE:

a. Health & Welfare \$1261.06 per month.

TRUCK DRIVER CLASSIFICATIONS:

- GROUP 2: 2 or 3 axle Dump, Water Truck under 2500 gal.
- GROUP 3: 4 axle Dump, Water Truck Drive- (2500 gal but less than 4000 gal)
- GROUP 4: 5 axle Dump, Water Truck 4000 gal and over
- GROUP 5: 6-axle Dump
- GROUP 6: 7-axle Dump, 8-axle Dump

* SUAZ1994-012 02/01/1994

	Rates	Fringes
ELECTRICIAN.....	\$ 16.00 **	2.84

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage

determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CSA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

"END OF GENERAL DECISION"

ARIZONA STATUTORY PERFORMANCE BOND

PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: KE&G Construction, Inc.
hereinafter "Principal"), as Principal, and Travelers Casualty and Surety Company of America
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Connecticut, with
its principal office in the City of Hartford, CT, holding a certificate of authority to transact surety business
in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and
firmly bound unto Pima County, Arizona (hereinafter "Obligee") in the amount of Four Million One Hundred Fifty Eight
Thousand Three Hundred Fifty Nine *, for the payment whereof, Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated _____

14th DAY OF MAY, 2024 for:

Contract No. CT-FC-24-394 SOLICITATION NO. IFB-PO-2400057
Bighorn Fire Flood Hazard Mitigation: Canada del Oro (CDO)
Levee Augmentation (5BGHRN)

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs
and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the
contract and any extension of the contract, with or without notice to the Surety, and during the life of any guaranty
required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and
agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which
modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

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

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

Witness our hands this 14th day of May, 2024.

KE&G Construction, Inc.

By Ed Anderson
Ed Anderson, Vice President

Principal

Travelers Casualty and Surety Company of America

By Tina Marie Perkins
Tina Marie Perkins, Attorney-In-Fact

Surety

* and 29/100 Dollars (\$4,158,359.29)



Bond No. 107961010

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

KNOW ALL MEN BY THESE PRESENTS THAT: KE&G Construction, Inc.
(hereinafter "Principal"), as Principal, and Travelers Casualty and Surety Company of America (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Connecticut, with its principal office in the City of Hartford, CT, holding a certificate of authority to transact surety business in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona, and Pima County (hereinafter "Obligee") in the amount of Four Million One Hundred Fifty Eight Thousand Three Hundred*, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated 14th DAY OF MAY, 2024 for:

Contract No. CT-FC-24-394 SOLICITATION NO. IFB-PO-2400057
Bighorn Fire Flood Hazard Mitigation:
Canada del Oro (CDO) Levee Augmentation (5BGHRN)

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

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

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

Witness our hands this 14th day of May, 2024.

KE&G Construction, Inc.
Principal

By: [Signature]
Ed Anderson, Vice President

Travelers Casualty and Surety Company of America
Surety

By: [Signature]
Tina Marie Perkins, Attorney-In-Fact

* Fifty Nine and 29/100 Dollars (\$4,158,359.29)



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

POWER OF ATTORNEY

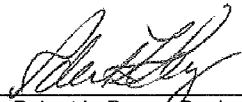
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tina Marie Perkins** of **TUCSON, Arizona**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in 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 **21st** day of **April**, 2021.



State of Connecticut

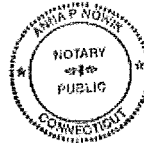
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

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

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

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




 Anna P. Nowik, Notary Public

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

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

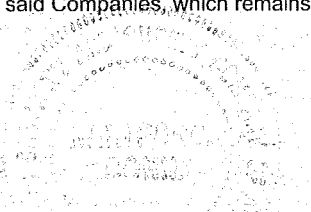
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

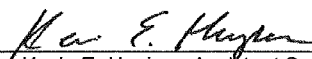
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **14th** day of **May**, 2024




 Kevin E. Hughes, Assistant Secretary

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2024

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

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

PRODUCER Lovitt & Touche A Marsh & McLennan Agency LLC Co 4703 E Camp Lowell Drive, #101 Tucson AZ 85712	CONTACT NAME: Cherie Pijanowski, Senior Client Manager	
	PHONE (A/C, No, Ext): 520-722-3000 x284	FAX (A/C, No):
E-MAIL ADDRESS: cpijanowski@lovitt-touche.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: Navigators Insurance Company		42307
INSURER C: Great American Insurance Company		16691
INSURER D: Indian Harbor Insurance Company		36940
INSURER E:		
INSURER F:		

INSURED
 KE&G Construction Inc
 3949 E Irvington Rd
 Tucson AZ 85714

KEGCONST1

COVERAGES

CERTIFICATE NUMBER: 1681689013

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO112512006	5/1/2024	5/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							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
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP112512106	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	SE24EXCZ01YLJIV TUE340277404	5/1/2024 5/1/2024	5/1/2025 5/1/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC112511906	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Pollution Liability			PEC002923914	5/1/2024	5/1/2025	Each Pollution Condit Pollution Aggregate Selfinsured Retention	\$3,000,000 \$6,000,000 \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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):

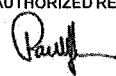
Forms Listing & Project Information (If Applicable) follows on page #2 (Acord 101):

GENERAL LIABILITY:

- Automatic Additional Insured-Ongoing and Completed Operations including Primary/Non-contributory coverage per attached endorsements
- Blanket Waiver of Subrogation if required by written contract per attached endorsement.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Pima County Flood Control District 201 N Stone Street Tucson AZ 85701	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 & Touche		NAMED INSURED KE&G Construction Inc 3949 E Irvington Rd Tucson AZ 85714	
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**

- 3. Blanket Additional Insured-State or Governmental Agency or Subdivision or Political Subdivision-Permits or Authorizations per attached endorsement.
- 4. General Aggregate Limit applies Per Project per attached endorsement.
- 5. Blanket 30 Day Notice of Cancellation per attached endorsement.

AUTOMOBILE:

- 1. Automatic Additional Insured including Primary/Non-contributory coverage if required by written contract per attached endorsement.
- 2. Blanket Waiver of Subrogation if required by written contract per attached endorsement.
- 3. Blanket 30 Day Notice of Cancellation per attached endorsement.

WORKERS' COMPENSATION

- 1. Blanket Waiver of Subrogation if required by written contract per attached endorsement.
- 2. Blanket 30 Day Notice of Cancellation per attached endorsement.

EXCESS LIABILITY

- 1. Excess Liability Coverage shown above is excess limits over the general liability, auto liability and employers liability coverage limits.
- 2. Primary and Non-contributory coverage applies if required by written contract per attached endorsements

POLLUTION LIABILITY

- 1. Blanket Additional Insured - Vicarious Liability - Job Site, Transportation and Non-owned Disposal Site if required by written contract.

RE: CT-FC-24-394 Bighorn Fire Flood Hazard Mitigation: Canada del Oro (CDO) Levee Augmentation (5BGHRN)



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO112512006

Effective Date: 05-01-2024

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 under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, 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:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. 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. Solely with respect to the coverage provided by this endorsement, 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. Solely with respect to 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 under 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 Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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 Section **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, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO112512006	05-01-2024	05-01-2025		09192000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

AS REQUIRED BY AN AGREEMENT WITH RESPECTS TO OBTAINING A LICENSE OR PERMIT

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

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS, HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED WORK

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Description of your work:

"YOUR WORK" IN CONNECTION WITH THE CONSTRUCTION, RECONSTRUCTION, REMODELING OR REPAIR OF ANY "RESIDENTIAL BUILDING CONSTRUCTION." FOR THE PURPOSES OF THIS ENDORSEMENT, "RESIDENTIAL BUILDING CONSTRUCTION" MEANS:

(A) ANY SINGLE FAMILY OR MULTI-FAMILY DWELLING, INCLUDING BUT NOT LIMITED TO HOUSES, TOWNHOMES, TOWNHOUSES, CONDOMINIUMS, COOPERATIVES, DUPLEXES, TRIPLEXES, FOURPLEXES OR APARTMENTS;

(B) ANY STRUCTURE THAT COMBINES ANY OTHER USE WITH "RESIDENTIAL BUILDING CONSTRUCTION" AS DESCRIBED IN PARAGRAPH (A) ABOVE, PROVIDED SUCH STRUCTURE CONTAINS 20% OR MORE OF THE OCCUPANCY BY SQUARE FOOTAGE INDICATED IN PARAGRAPH (A) ABOVE; AND

(C) ANY OTHER STRUCTURE, IMPROVEMENT OR GRADING OF LAND WHICH IS ATTACHED TO OR ANCILLARY TO ANY STRUCTURE IDENTIFIED IN PARAGRAPHS (A) OR (B) ABOVE,

"RESIDENTIAL BUILDING CONSTRUCTION" DOES NOT INCLUDE "YOUR WORK" FOR ANY STRUCTURE THAT FUNCTIONS SOLELY AS TIME SHARES, A HOTEL, A MOTEL, A NURSING HOME, AN ASSISTED LIVING SENIOR HOUSING CARE FACILITY, A COLLEGE CAMPUS DORMITORY OR GOVERNMENT HOUSING ON MILITARY BASES.

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

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" shown in the Schedule.



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Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO112512006

Effective Date: 05-01-2024

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP11251206

Effective Date: 05-01-2024

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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: 05-01-2024

SCHEDULE

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

ONLY THOSE PERSONS OR ORGANIZATIONS WHERE REQUIRED BY WRITTEN CONTRACT.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

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 the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.



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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP112512106	05-01-2024	05-01-2025	05-01-2024	09192000	Incl	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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 05-01-2024
Insured KE&G Construction Inc

Policy No. WC112511906

Endorsement No.
Premium \$ Incl

Insurance Company Zurich American Ins Co

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF CONDITIONS
OTHER INSURANCE
PRIMARY AND NON-CONTRIBUTING**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

When required by written contract executed before the "loss."

- A. Section IV - Conditions, 9. Other Insurance is deleted and replaced by the following:
 - 9. This insurance is excess over any other insurance available to the insured except:
 - a. insurance that is purchased specifically to apply in excess of this policy; or
 - b. insurance available to the person or organization shown in the Schedule of this endorsement as an additional insured on the "controlling underlying insurance."
- B. When this insurance applies on a primary and non-contributing basis, the Limits of Insurance available for the additional insured will be the lesser of:
 - 1. the amounts shown in item 3 of the Declarations of this policy; or
 - 2. the amount of insurance you are required to provide the additional insured in the written contract or agreement.

All other terms of the policy remain unchanged.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CONDITIONS-OTHER INSURANCE
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PARAGRAPH F. OTHER INSURANCE UNDER SECTION VI-CONDITIONS IS HEREBY DELETED AND REPLACED BY THE FOLLOWING:

F. IF OTHER INSURANCE APPLIES TO A "LOSS" THAT IS ALSO COVERED BY THIS POLICY, THIS POLICY WILL APPLY EXCESS OF THE OTHER INSURANCE, EXCEPT AS PROVIDED BY A POLICY LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE AND FOR NO BROADER COVERAGE THAN IS PROVIDED BY SUCH POLICY, AND SOLELY WITH RESPECT TO A WRITTEN CONTRACT ENTERED INTO BY THE INSURED PRIOR TO ANY "LOSS" FOR WHICH THE INSURED IS LEGALLY LIABLE, AND WHICH REQUIRES THAT THIS INSURANCE APPLY PRIOR TO ANY OTHER INSURANCE AVAILABLE TO AN ADDITIONAL INSURED IN EXCESS OF THE UNDERLYING COVERAGE BUT ONLY FOR THE PERSON OR ORGANIZATION THAT IS SHOWN IN SCHEDULE A BELOW. NOTHING HEREIN WILL BE CONSTRUED TO MAKE THIS POLICY SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF SUCH OTHER INSURANCE. IN ADDITION, THIS PROVISION WILL NOT APPLY IF THE OTHER INSURANCE IS SPECIFICALLY WRITTEN BE EXCESS OF THIS POLICY.

THERE IS NO COVERAGE AFFORDED UNDER THIS ENDORSEMENT FOR ANY PERSON OR ORGANIZATION THAT IS SHOWN IN SCHEDULE A BELOW FOR "LOSS" ARISING FROM THE SOLE NEGLIGENCE OF ANY PERSON OR ORGANIZATION THAT IS SHOWN IN SCHEDULE A BELOW OR BY THOSE ACTING ON THEIR BEHALF.

SCHEDULE A
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- 1. ANY PERSON OR ORGANIZATION FOR WHOM OR FOR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO PROVIDE INSURANCE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY.

OTHER INSURANCE INCLUDES ANY TYPE OF SELF-INSURANCE OR OTHER MECHANISM BY WHICH AN INSURED ARRANGES FOR FUNDING OF LEGAL LIABILITIES.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.