



# COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603  
Phone: (520) 432-8390 | Fax: (520) 432-8397

20-09-ENG-01

## Appendix A – Vendor Submission Cover Letter

Date of Pricing Doc: 6-27-19  
Vendor Firm Name: KEGG CONSTRUCTION, INC.  
Authorized POC: \_\_\_\_\_  
Vendor POC Phone: 520-458-9594  
Vendor POC Email: LSAUNDERS@KEGTUSV.COM

Vendor agrees to furnish the following materials and/or services according to the following pricing schedule:

Line Item	Part Number (If Applicable)	Description	Unit of Measure	Price
01	N/A	Robbs Road Improvement Project	LUMP SUM	<del>\$</del> 1,489,573.22

Freight: N/A

Estimated Taxes: N/A

Tax Rate: N/A

Required Delivery By: 125 calendar days from award of Contract

The Vendor agrees to hold pricing valid for 45 days from the date of the document unless otherwise annotated. Additionally, if no other payment terms are specified, it is agreed that Net 30 payment terms apply.

Valid for: 90 days  
Payment Terms: Net 10 days  
Discounted Terms: X

As an authorized agent of the Firm, the below signatory official has authority to contractually bind the Vendor as proposed throughout this Appendix.

Authorized Signature: 

# KE 3 G Construction, Inc

BID SCHEDULE ROBBS ROAD PRG #GR005 – IFB 20-09-ENG-01, Revision 1, 6/25/2019					
Item	Description	Est. QTY	Unit	Unit Cost	Total Cost
105008	Construction Stakes, Lines and Grading	1	L,Sum	54,000.00	54,000.00
107002	Stormwater Pollution Prevention Plan (SWPPP)	1	L,Sum	7,400.00	7,400.00
107065	Seeding	10	Acres	4,550.00	45,500.00
109010	Mobilization/Demobilization	1	L,Sum	86,500.00	86,500.00
401001	Pilot Car and Driver	40	HR	54.00	2,160.00
401025	Construction Temporary Traffic Control	1	L,Sum	11,300.00	11,300.00
401045	Flaggers	40	HR	56.50	2,260.00
401058	Changeable Message Boards for Public Information	14	Each Day	67.50	945.00
201001	Clearing and Grubbing	24	Acres	670.00	16,080.00
201007	Removal of Trees (Pecan Trees)	65	Each	130.00	8,450.00
202033	Removal of Minor Structures and Miscellaneous Structural Concrete	1	LS	2,050.00	2,050.00
205008	Roadway Excavation	19589	CuYd	9.55	187,074.95
211006	Fill Construction	5908	CuYd	2.95	17,428.60
220007	Riprap Construction	250	CuYd	145.00	36,250.00
301008	Subgrade Preparation	50833	SqYd	2.00	101,666.00
310051	Aggregate Base	8472	CuYd	67.50	571,860.00
330021	Asphalt Chip Seal (Low Volume Chip)	900	Ton	73.50	66,150.00
330022	Asphalt Chip Seal (High Volume Chip)	600	Ton	85.50	51,300.00
330070	Asphalt Binder (CRS-2)	180	Ton	730.00	131,400.00
340061	Concrete Ribbon Curbing (2 ft. Deep)	560	L.Ft.	32.00	17,920.00
340062	Concrete Ribbon Curbing (4 ft. Deep)	560	L.Ft.	52.00	29,120.00
350041	Removal of Existing Improvements (Pipes)	1	L,Sum	830.00	830.00
350042	Removal of Existing Improvements (Wooden Bridge Structure)	1	L,Sum	200.00	200.00
350043	Removal of Existing Improvements (Sign Post)	29	Each	33.50	971.50
350044	Removal of Existing Improvements (Fence)	5142	L.Ft.	.26	1,336.92
420010	New Wire Fence (Game Fence CC 161-1)	3877	L.Ft.	6.75	26,169.75
461010	Painted Pavement Markings (Yellow Line 6")	15650	L.Ft.	.20	3,130.00

# KE?G Construction, Inc

461020	Painted Pavement Markings (White Line 6")	15650	L.Ft.	.20	3,130.00
464010	Roadside Sign Supports (U-Channel Sign Posts)	31	Each	75.50	2340.50
465010	Sign Panels	31	Each	150.00	4650.00

**BID TOTAL**

**1,489,573.22**

**ATTACHMENT A to 20-09-ENG-01  
APPENDIX A – VENDOR SUBMISSION COVER LETTER**

(This form must be completed ONLY if the Bidder is a Corporation, as identified on their W-9)

**CORPORATE SIGNATORY AUTHORIZATION**

**Project:** 20-09-ENG-01, Robbs Road Improvements

Whereas, KEEG CONSTRUCTION, INC.  
(Enter Legal Name of Corporation)

A(n) ARIZONA (state) corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Corporation, that the named party/parties, is/are authorized to execute and sign on behalf of said corporation, for the following:

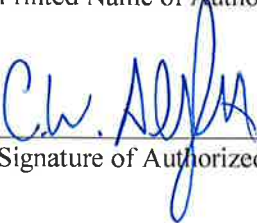
1. Contract
2. Bond
3. Payrolls
4. Claims
5. Change Orders
6. All other papers necessary for the Corporation's affairs and the execution of the Contract.

The powers and duties herein granted shall be and are hereby granted for the duration of the Contract for this project or until express notice of revocation has been duly given in writing, whichever is the lesser period.

Dated and passed by the Board of Directors this 24 day of JUNE, 2019.

CHRIS ALBRIGHT  
Printed Name of Authorized Personnel

PRESIDENT  
Title

  
Signature of Authorized Personnel

6-27-19  
Date

**CERTIFICATION**

STATE OF ARIZONA )

) SS

COUNTY OF COCHISE )

I, CHRIS ALBRIGHT of KEAG CONSTRUCTION, INC. a corporation, do hereby certify that the above is true and correct copy of a resolution adopted by the Board of Directors of the said corporation, at a meeting of said board held on June 24, 2019, and that the same is in full force and effect at this time. Dated June 25, 2019.

(Officer of Corporation)

(Seal of Corporation)

STATE OF ARIZONA )

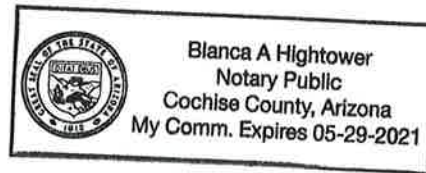
) ss

COUNTY OF COCHISE )

This instrument was acknowledged before me on the 26TH. day of JUNE 2019, by CHRIS ALBRIGHT appearing before the undersigned Notary Public, and stated that CHRIS ALBRIGHT executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

Blanca A. Hightower  
Notary Public

05/29/2021  
My Commission Expires



**ATTACHMENT B to 20-09-ENG-01**

**APPENDIX A – VENDOR SUBMISSION COVER LETTER**

**EQUAL EMPLOYMENT OPPORTUNITY – 41 CFR PART 60-1.4(b)**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. **The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.**
3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with

a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**AGREEMENT TO:**

**EQUAL EMPLOYMENT OPPORTUNITY - 41 CFR PART 60-1.4(b)**

CHRIS ALBRIGHT  
Printed Name of Authorized Personnel

PRESIDENT  
Title

  
Signature of Authorized Personnel

6-27-19  
Date

**ATTACHMENT C to 20-09-ENG-01**  
**APPENDIX A – VENDOR SUBMISSION COVER LETTER**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION**  
**CONTRACT SPECIFICATIONS – 41 CFR PART 60.4.3**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - i. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
    - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not

excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. For non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

A Bidder must have properly completed this form to be considered an eligible Bidder.

The Bidder shall complete the following statement by checking the appropriate boxes.

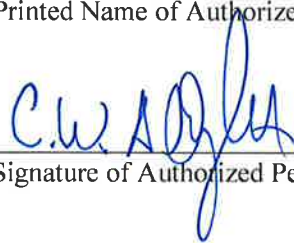
The Bidder has  has not   
participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, Executive Order 11114, or Executive Order 11246.

The Bidder has  has not   
submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by Proposed Subcontractors will be obtained prior to Award of Subcontracts.

If the Bidder has participated in a previous Contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, 'Employee Information Report EEO-1' prior to the Award of Contract.

CHRIS ALBRIGHT  
Printed Name of Authorized Personnel

PRESIDENT  
Title

  
Signature of Authorized Personnel

6-27-19  
Date

Firm Address: 1601 PASEO SAN LUIS STE 202  
SIERRA VISTA A 285635

Phone Number: 520-458-9594

**ATTACHMENT D to 20-09-ENG-01  
APPENDIX A – VENDOR SUBMISSION COVER LETTER**

**CERTIFICATE OF NONSEGREGATED FACILITIES**

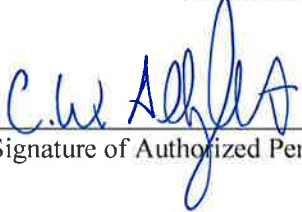
(A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.)

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

CHRIS ALBRIGHT  
Printed Name of Authorized Personnel

PRESIDENT  
Title

  
Signature of Authorized Personnel

6-27-19  
Date

Firm Address: 1601 PASEO SAN LUIS STE 202  
SIERRA VISTA AZ 85635

Phone Number: 520-458-9594

**ATTACHMENT E to 20-09-ENG-01  
APPENDIX A – VENDOR SUBMISSION COVER LETTER**

**DISADVANTAGED BUSINESS ENTERPRISES CONTRACT ASSURANCE**

**Contract Assurance (§26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

All bidders will be required to submit information concerning the DBE's that will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, the dollar value of the contract, and a copy of the DBE Arizona State Certification. A bid that fails to provide this information will be considered nonresponsive.

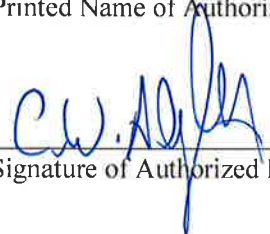
**Disadvantaged Business Enterprise Utilization:** The undersigned has satisfied the requirements of the specifications in the following manner (please check the appropriate space):

The Bidder is committed to a minimum of 0 % DBE utilization on this Project.

The Bidder (if unable to meet the goal of \_\_\_\_\_% DBE) is committed to a minimum of \_\_\_\_\_% DBE utilization on this Project and submitted documentation showing good faith effort.

CHRIS ALBRIGHT  
Printed Name of Authorized Personnel

PRESIDENT  
Title

  
Signature of Authorized Personnel

6-27-19  
Date

Firm Address: 1601 PASEO SAN LUIS STE 202  
SIERRA VISTA AZ 85635

Phone Number: 520-458-9594

**LETTER OF INTENT**

Name of Bidder's Firm: KEEG CONSTRUCTION, INC.

Bidder's Address: 1601 PASEO SAN LUIS STE 202

City: SIERRA VISTA State: AZ Zip: 85635

Name of DBE Firm: N/A

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (including area code): \_\_\_\_\_

Description of work to be performed by DBE firm:

Bidder intends to utilize the above-named minority firm for the work described above. The estimated amount of work is valued at \$ \_\_\_\_\_.

**If the above-named Bidder is not determined to be the successful Bidder, the Letter of Intent shall be null and void.**

(Copy this page for each minority subcontractor)

**BIDDERS LIST**

The Bidder shall submit the following information for all firms Bidding or quoting Subcontracts on D.O.T.-assisted Projects.

Project Title: ROBBS ROAD IMPROVEMENTS  
 Date: 6-27-19  
 Prime Contractor: KEEG CONSTRUCTION, INC.  
 Address: 1601 PASEO SAN LLUIS STE 203 SIERRA VISTA AZ 85635  
 Phone/Fax: 0520-458-9594 F-520-458-2362

Name of Firm	Address	Type of Work to be Performed on Contract	Certified DBE		Date Firm Established	AGR*
			YES	NO		
ALTA ARIZONA	2025 W. RUTHERAUFF RD. STE 125 TUCSON AZ 85705	SURVEY		X	9-2017	2
PMTI	Tempe, AZ	Striping		X	1991	2

**\*AGR – Annual Gross Receipts**

- Enter 1 for Less than \$1 Million
- Enter 2 for More than \$1 Million, Less than \$5 Million
- Enter 3 for More than \$5 Million, Less than \$10 Million
- Enter 4 for More than \$10 Million, Less than \$15 Million
- Enter 5 for More than \$15 Million

**ATTACHMENT F to 20-09-ENG-01**  
**APPENDIX A – VENDOR SUBMISSION COVER LETTER**

**TRADE RESTRICTION CLAUSE**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

CHRIS AUBRIGHT  
Printed Name of Authorized Personnel

PRESIDENT  
Title

C.W. ADYIA  
Signature of Authorized Personnel

6-27-19  
Date

Firm Address: 1601 PASEO SAN LUIS STE 202  
SIERRA VISTA AZ 85635

Phone Number: 520-458-9594

**ATTACHMENT G to 20-09-ENG-01**  
**APPENDIX A – VENDOR SUBMISSION COVER LETTER**

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION – 41 CFR 60-2**

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)

Goals for female participation in each trade (6.9%)

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the "covered area" is Cochise County

CHRIS ALBRIGHT  
Printed Name of Authorized Personnel

PRESIDENT  
Title

C.W. ADAMS  
Signature of Authorized Personnel

6-27-19  
Date

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SIERRA VISTA AZ 85635

Phone Number: 520-458-9594

**ATTACHMENT H to 20-09-ENG-01**  
**APPENDIX A – VENDOR SUBMISSION COVER LETTER**

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS – 29 CFR**  
**PART 5**

1. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages:

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages:

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors:

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

CHRIS ALBRIGHT  
Printed Name of Authorized Personnel

PRESIDENT  
Title

C.W. Albright  
Signature of Authorized Personnel

6-27-19  
Date

Firm Address: 1601 PASEO SAN LUIS STE 202  
SIERRA VISTA AZ 85635

Phone Number: 520-458-9594

**ATTACHMENT I to 20-09-ENG-01  
APPENDIX A – VENDOR SUBMISSION COVER LETTER**


**CLEAN AIR AND WATER POLLUTION CONTROL**

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

CHRIS ALBRIGHT  
Printed Name of Authorized Personnel

PRESIDENT  
Title

  
Signature of Authorized Personnel

6-27-19  
Date

Firm Address: 1601 PHASED SAN LUIS STE 202  
SIERRA VISTA AZ 85635

Phone Number: 520-458-9594

**ATTACHMENT J to 20-09-ENG-01  
APPENDIX A – VENDOR SUBMISSION COVER LETTER**

**ROBBS ROAD IMPROVEMENTS SCHEDULE I**

The undersigned, having carefully read and considered the Invitation for Bid to provide all material, labor, equipment and transportation required for the project and hereby offers to perform such services on behalf of the County in the manner described and subject to the scope of work, design specifications, constructions plans, terms and conditions set forth in the attached submittal.

Doing business as: [ ] an individual [ ] a partnership [X] a corporation (mark appropriate box), duly organized under the laws of the State of ARIZONA.

**No Submittal shall be accepted which has not been signed in ink in the appropriate space.**

1. If Contractor is an INDIVIDUAL, sign here:

\_\_\_\_\_  
Contractor's Signature

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

\_\_\_\_\_  
Contractor's typed name and title

2. If Contractor is a CORPORATION, the duly authorized officer(s) shall sign as follows:  
The undersigned certify that they are respectively:

PRESIDENT \_\_\_\_\_ and \_\_\_\_\_  
Title Title

of the corporation named below; that they are authorized to execute same for and on behalf of said CORPORATION.

KEEG CONSTRUCTION, INC.  
Corporation Name (type or print)

By: CW Aylett \_\_\_\_\_ Title: PRESIDENT

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: 6-27-19

**PRINCIPAL OFFICE ADDRESS:**

Street Address 1601 PASEO SAN LUIS STE 202

City SIERRA VISTA County COCHISE

State AZ Zip Code 85635

Telephone 520-458-9594 Fax 520-458-2362

Email Address calbright@kegtus.com

By signing above the Contractor understands, agrees, and warrants:

1. That Contractor has carefully read and fully understands the information that was provided by the County to serve as the basis for submission of this submittal
2. That Contractor has the capability to successfully undertake and complete the work and construction obligations of the IFB being submitted.
3. That all information contained in the submittal is true and correct to the best of the Contractor's knowledge.
4. That Contractor did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Contractor regarding the amount, terms or conditions of this IFB.
5. That Contractor did not receive unauthorized information from any County staff member, or Consultant during the IFB period except as provided for in the Invitation for Bids package, addenda thereto.
6. That by submission of this submittal, the Contractor acknowledges that the County has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Contractor, and Contractor hereby grants the County permission to make said inquiries, and to provide any and all requested documentation in a timely manner.
7. That funding for any resulting contract is contingent on adequacy and availability.
8. Prospective Contractor warrants that it is not excluded from participation in any Federal or State funded program, that it will notify County of any such exclusionary action and will indemnify County against any loss resulting from such exclusion.
9. To comply with County's insurance provisions, to provide appropriate indemnification for the County and to hold County harmless from Contractor's performance of the contract.

**NON-COLLUSION AFFIDAVIT**

I certify that this bid is genuine and is not in any way collusive or sham; that the bid is not with the intent to restrict or prohibit competition; that this firm has not revealed the contents of the bid to, or in any way colluded with, any other firm which may compete for the contract; and that no other firm which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, this firm.

CHRIS ALBRIGHT  
Printed Name of Authorized Personnel

PRESIDENT  
Title

  
Signature of Authorized Personnel

6-27-19  
Date

Firm Address: 1601 PASEO SAN LLUIS STE 202  
SIERRA VISTA AZ 85635

Phone Number: 520-458-9594

**BID BOND**

ARIZONA STATUTORY BID BOND PURSUANT TO  
TITLES 28, 34, AND 41,  
OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS: That, we 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 offices in Hartford, CT, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Cochise County, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of Principal's Bid Amount

for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Bid No. 20-09-ENG-01  
Robbs Road Improvements

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the Bonds and Certificates of Insurance as specified in the specifications with good and sufficient Surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this 25th day of June, 2019

KE&G Construction, Inc.

**Principal**

**SEAL**

By:

Its:

C.W. ALPERT  
CHRIS ALPERT, PRESIDENT

Travelers Casualty and Surety Company of America

**SURETY**

**SEAL**

By:

Patrick Howey  
Patrick Howey, Attorney-In-Fact  
Lovitt & Touché, MMA

**AGENCY OF RECORD**

7202 E Rosewood St, Suite 200, Tucson, AZ 85710

**AGENCY ADDRESS**

BID BOND



**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 **Patrick Howey**, of **Tucson, Arizona**, their true and lawful Attorney-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 **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
Marie C. Tetreault, Notary Public

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

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25<sup>th</sup>** day of **June**, 2019



  
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-in-Fact and the details of the bond to which the power is attached.**

**ATTACHMENT K to 20-09-ENG-01  
APPENDIX A – VENDOR SUBMISSION COVER LETTER**

**BUY AMERICAN CERTIFICATION REQUIREMENTS**

**Certification requirements for procurement of steel or manufactured products.**

If steel, iron, or manufactured products (as defined in §§661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in §661.13(b) of this part.

[71 FR 14117, Mar. 21, 2006, as amended at 72 FR 53696, Sept. 20, 2007]

**Buy America Certification**  
(Title 49 U.S.C. Section 50101)

Airport Name:	<del>Bisbee Douglas International Airport</del> <b>ROBBS RD. IMPROVEMENTS</b>
AIP No.	<del>3-04-0013-013-2019</del> <b>20-09-ENG-01</b>
Schedule I	<del>Replace Runway Edge Lighting</del>

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

**U.S.C. Section 50101 - Buying goods produced in the United States**

- (a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.
- (b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that –
  - (1) Applying subsection (a) would be inconsistent with the public interest;
  - (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
  - (3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title –
    - A. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
    - B. Final assembly of the facility or equipment has occurred in the United States; or
  - (4) Including domestic material will increase the cost of the overall project by more than 25 percent.

(c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

Please note that approval of waivers listed under (b) (1) & (2) above, can only be approved by the FAA Office of Airports in Washington DC and approval is rare. Waivers listed under (b) (3) & (4) may be approved by FAA Regional or District Offices. A listing of Equipment and Products that have been approved and on the national waiver list may be located at: [http://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/media/buy\\_american\\_waiver.xls](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls)

As a matter of bid responsiveness, the bidder or offeror must complete and submit this certification with their bid proposal. The bidder must sign and date the certification. The bidder/offeror must indicate how they propose to comply with the Buy America provision by selecting one of the following certification statements.

The bidder hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The bidder further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate all steel and manufactured products are 100% manufactured in the United States.

The bidder hereby certifies that it cannot fully comply with the Buy America preferences of Title 49 U.S.C Section 50101(a); the bidder therefore requests a waiver per Title 49 U.S.C Section 50101(b). The bidder further agrees that upon notification from the Owner, the bidder identified with the apparent low bid agrees to prepare and submit a waiver request and component calculation information to the owner within calendar days of the date of the notice of apparent low bid.

KEEG CONSTRUCTION, INC.  
Bidder's Firm Name

6-27-19  
Date

C.W. [Signature]  
Signature

***Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion***

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**ATTACHMENT L to 20-09-ENG-01  
APPENDIX A – VENDOR SUBMISSION COVER LETTER**

**CERTIFICATE OF INSURABILITY**

I hereby certify that as a Bidder for project, 20-09-ENG, I am fully aware of the Insurance Requirements for the Contractor and that by submitting this bid, assure the Owner that I can produce the required minimum insurance coverage should I be selected to the successful bidder.

Should I be selected to the successful bidder and then become unable to produce the insurance coverage prior to the award of the project, I understand that my bid will be rejected and that I will forfeit by bid bond.

CHRIS ALBRIGHT  
Printed Name of Authorized Personnel

PRESIDENT  
Title

  
Signature of Authorized Personnel

6-27-19  
Date

Firm Address: 1601 PASEO SAN LLUIS STE 202  
SIERRA VISTA AZ 85635

Phone Number: 520-458-9594