



6900 East Indian School Road
Scottsdale, Arizona 85251
TEL 480.850.6900
www.armays.com
AZ 070922 / 129831 / 134664
NV 0076749 / 0029672 Unlimited

1/14/2026

Kendra Ash
Desert Services
SWPP Solutions, LLC
PO Box 236
Scottsdale, AZ 85252
480.513.8986 Phone

**RE: Letter of Intent for 251056-008
25-1-056 Sprouts 058 - Rita Ranch**

Dear Kendra Ash:

1. This letter is to document our intent to enter into a subcontract with your firm and to serve as your Notice to Proceed with all work for the above referenced project immediately subject to the following:

Description:	Cost Code:	Amount:
SWPPP	2-035	\$19,439.00
Total Subcontract Amount:		\$19,439.00

2. The form of agreement shall be A.R. Mays Master Subcontract Agreement (available for review at www.armays.com).
3. The Project Superintendent is Steve Rankich, cell phone # is 602-541-4234.
4. These insurance certificates are not on file in our office or will be expiring soon. Please submit within 5 days:

General Liability	11/1/2026
Auto Liability	11/1/2026
Workers Compensation	7/31/2026
Professional Liability	

**Review the attached Exhibit A Scope of Work which is part of this agreement and incorporated herein.
Sign all pages and return via email within 2 days. These documents will be included in your contract. If you have any questions or concerns, please contact us at 480.850.6900.**

Sincerely,
A.R. MAYS CONSTRUCTION

Jay Quitmeyer / Ashley Gilbreath
Project Management Team

cc: File

Acceptance of this proposal:
Please return via email.

Signature

Print Name

Date

01-16

A.R. MAYS

CONSTRUCTION

6900 East Indian School Road, Suite 200

Scottsdale, Arizona 85251

Tel: 480.850.6900

Fax: 480.850.6901

www.armays.com

EXHIBIT A SCOPE OF WORK

TO: **Desert Services**
P.O. Box 236
Scottsdale, AZ 85252

JOB NAME:
SUBCONTRACT NO:

Sprouts 058 Rita Ranch
Houghton Rd. & Old Vail
Rd. (NWC)
Tucson, AZ 85747
251056-008

A. JOB SPECIFIC INCLUSIONS – The Subcontractor's "Scope of Work" includes the following:

- | Item No. | Description |
|----------|---|
| 1 | The subcontractor agrees to furnish all labor, material, equipment, and supervision required to complete all SWPPP work in accordance with the Contract documents and the following:
a. Project Manual – Bid Set – 09/05/2025
b. Construction Documents – Rick Engineering - 09/30/2025
c. Construction Documents – Cuhaci Peterson – 10/20/2025
d. Construction Documents – a23 Studios – 06/20/2025
e. Construction Documents – a23 Studios – 09/12/2025
f. GC Clarification #1 – 11/10/2025
g. GC Clarification #2 – 11/12/2025 |
| 2 | Subcontractor acknowledges receipt and has reviewed all requirements of the governing Geotechnical Report dated 06/24/2025 by PATTISON ENGINEERING |
| 3 | Subcontractor shall provide a two year workmanship warranty and a two year material warranty. |
| 4 | All work to be completed per City of Tucson, Pima County, and all other AHJ requirements. |
| 5 | Subcontractor shall provide all trade and manufacturer warranties per plans and specifications. Subcontractor shall reference applicable specifications terms. For Sprouts TI, reference close out check list in section 017700 Closeout Procedures where applicable. All materials to be provided per plans and specifications. No substitutions will be accepted unless prior written approval was received from the Owner. |
| 6 | Participate in MEP coordination meetings with electrical, mechanical, fire alarm, and fire sprinkler contractors as required. |
| 7 | Subcontractor shall cross reference and coordinate all plans, including but not limited to, Architectural, Mechanical, Plumbing, Elec/Mech, Civil, Landscape, Fire Protection, Audio Visual and Structural. Subcontractor shall coordinate plans, and RFI any discrepancies prior to installation. |
| 8 | Subcontractor will provide all labor for clean-up of this scope of work. |
| 9 | Subcontractor shall provide all scaffolding, fall protection, hoisting, loading, off-loading, and material handling devices as required to perform this scope of work. |
| 10 | Any hydraulic lifts used during this project shall have leak protection to prevent staining of adjacent finishes. |
| 11 | A responsible representative from the Subcontractor's company shall be present at all coordination meetings starting 2 weeks prior to Subcontractor's work through completion of Subcontractor's work. |

Signature _____

Print Name _____

Date _____

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- 12 Competent supervision that is a part of Company under contract required to always be on site while performing Subcontractor's Scope of Work.
- 13 Subcontractor is responsible for coordinating lay-down area with the AR Mays Project Superintendent for ALL incoming FOB deliveries at least 72 hours prior to delivery date.
- 14 Subcontractor shall provide all adequate protection of any staged materials pertaining to this scope of work while on the jobsite.
- 15 Subcontractor is responsible to protect all adjacent finishes including, but not limited to asphalt, site concrete, adjacent buildings, work in place, and all other surfaces. All damage will be responsibility of Subcontractor to fix or Back charge will be issued for GC to correct.
- (1) Dust control sign is included.
Operational dust control is out of scope
and can be priced T&M e.g. water truck.
- 16 ~~Provide all labor and equipment necessary to meet dust control requirements as stated in county dust control permit documentation attached. Subcontractor will assume responsibility of all fines incurred by A.R. Mays Construction due to non-compliance during performance of subcontractor's scope of work. Maintaining project dust control compliance is out of scope.~~
- 17 Subcontractor to supply all traffic control for their scope for the duration of their time on site.
- 18 Contractor to hold material pricing for the duration of the project.
- 19 ~~Subcontractor to supply a water meter as required for the contractual scope of work.~~
- 20 ~~Subcontractor to supply all construction water for the duration of the contractual scope of work.~~ Out of scope.
- 21 Subcontractor has walked the site and is accepting of its existing conditions.
- 22 ~~Subcontractor to power wash parking lot at demobilization of their equipment from the site.~~ Out of scope.
- 23 Subcontractor import/export spoils clarified by geotechnical report and drawings vs contractor bid documents.
- 24 Subcontractor acknowledges that the contractual scope of work will be completed in multiple mobilizations.
- 25 Subcontractor to provide all labor, materials, and equipment to complete the contractual scope of work.
- 26 Subcontractor shall complete clean-up of its construction debris daily and ensure no debris leaves the designated construction area unless it is being hauled to the dumpster.
- 27 Subcontractor to carry all traffic control & traffic control permits needed to complete the contractual scope of work.
- 28 Materials are to be delivered to job site and staged per the job site superintendent.
- 29 All work to be completed per current PAG or supplemental City details.
- 30 ~~Subcontractor to furnish and install a GSA temporary entrance and lay down area for trade parking/jobsite trailer. Includes 1 refresh throughout the course of the project.~~ Out of scope.
- 31 Subcontractor to test all lines at completion of the scope of work.

SWPPP:

- 32 Provide SWPP plan design as required per ADEQ specifications.
- 33 Provide SWPP Plan Narrative and ADEQ Compliant Book/Inspection Log
- 34 Construct a site perimeter silt fence or wattle per existing site layout to prevent sediment from leaving the site. (Compost filter sock is priced)
- 35 Provide and install inlet protection at all storm drain inlets.
- 36 Furnish and install required SWPPP Signage with Arizona Pollutant Discharge Elimination System (AZPDES) authorization number.
- 37 Furnish and install dust control signage as required per local municipal requirements.
- 38 Provide GC direction for all AHJ permits related to SWPPP.
- 39 Provide spill kit to job site as required.
- 40 Provide SWPPP inspections per AHJ requirements every 14 days for a duration of 9 months.

12 inspections included: covers
bi-weekly inspections and rain
events over 0.5 inches

Signature _____

Print Name _____

Date _____

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B. **JOB SPECIFIC EXCLUSIONS** – The Subcontractor's "Scope of Work" excludes the following items:

Item No.	Description
1	Taxes
2	Bonds

C. **CHANGES IN SCOPE OF WORK**

- 1 The overhead and profit allowance for extra work performed for the owner will be in accordance with the percentage stated in the Owner contract documents, but in no case exceed ten percent (10%) and to include all office and site supervision, vehicles, small tools and miscellaneous support items.
 - a. Only use if clarified in owner contract
- 2 Any changes to the scope of work that results in additional cost must be approved in writing by the A R Mays Project Manager prior to the contractor proceeding with the work. If the contractor proceeds with the work without prior to approval, the Subcontractor is proceeding at risk, and the Change Order Request is subject to rejection.
- 3 The Subcontractor agrees to the following prices which include all fringes, insurance, taxes, overhead and profit for changes in "Scope of Work":

Mobilization: \$700.00/ea.

SWPPP Inspections: \$450.00/ea.

Stabilized Construction Entrance: \$2,625.00

Track-out Grate (set of 2): \$350.00/mo.

Concrete Rolloff: \$770.00/ea.

D. **SCHEDULE AND PERFORMANCE** – The Subcontractor shall meet or exceed the following performance requirements:

- 1 Mobilizations as required to maintain or better the schedule as requested by jobsite Superintendent.
- 2 Delays due to clarifications from Subcontractor will not be allowed. Subcontractor shall plan ahead and ask necessary clarifications in writing prior to the start of the work in order to avoid delays to your contracted durations.
- 3 AR Mays will post a master CPM schedule for the project at the jobsite. The trade is responsible to communicate with AR Mays to verify all projected start and finish dates for your scope of work.
- 4 Project requirements:
 - Complete all work per the A.R. Mays Baseline project schedule or as directed by the A.R. Mays Superintendent.
 - SWPPP informational deliverables to be completed in 3 calendar days.
 - SWPPP Prevention measures to be completed in 2 calendar days.

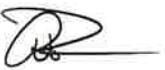
E. **GENERAL INCLUSIONS**

- 1 The subcontractor will hold all material, labor, and consumables prices for the duration of this project. No cost escalation will be allowed.
- 2 Subcontractor daily reports due to Superintendent daily.
- 3 A responsible representative from the Subcontractor's company shall be present at all weekly subcontractor and scheduling meetings starting two weeks prior to Subcontractor's

Signature _____

Print Name _____

Date _____



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work through completion of Subcontractor's work. Additionally, a representative from the Subcontractor's company shall be present at any and all inspections of the subcontractor's work.

- 4 Weekly onsite Safety meetings are mandatory. Failure to comply with AR Mays safety standards shall result in the following:
 - a. 1st offense – Warning issued by AR Mays' Superintendent to Subcontractor's employee.
 - b. 2nd offense – Subcontractor's employee will be asked to leave the jobsite and the subcontractor's office will be notified. The Subcontractor shall replace the employee the following day with a different employee.
- 5 As-Built drawings to be updated weekly by Subcontractor on AR Mays' record As-Built Drawing set.
- 6 Daily project clean-up is mandatory. If AR Mays feels that excess debris is created by your base scope of work, temporary laborers will be hired to clean up and all associated costs will be the responsibility of subcontractor. No warning notice will be required.
- 7 While performing work onsite, subcontractor will provide to A.R. Mays Superintendent one (1) laborer on Friday mornings to perform general jobsite cleanup. This cleanup does not include trade debris removal, only miscellaneous soda cans, lunch bags, food and other non-trade related debris.
- 8 The scope of work for this project is based upon the set of plans referenced in Exhibit A.1. While the plans do not necessarily fully describe, or indicate specifics regarding the scope of work identified in A1 of this agreement, your firm has reviewed the drawings to compile a complete scope of work outside of the specific exclusions noted in section B. Anything inferred or implied in the drawings or as necessary to complete this scope of work has been included.
- 9 Subcontractor shall coordinate with all trades to avoid and prevent conflicts with other trades, systems, and building components. If routing / hanging conflicts occur, subcontractor shall provide additional labor, equipment and materials as required to reroute around conflict. Change orders for mechanical, electrical, plumbing, fire sprinkler, Fire alarm coordination issues will not be accepted.
- 10 Subcontractor is responsible for verifying dimensions, clearances, and locations of all Work with sufficient time to comply with the construction schedule.
- 11 Subcontractor shall review the plans and provide adequate equipment to complete the scope of work during all stages of construction.
- 12 Subcontractor shall coordinate this scope of work with ALL drawing sets and specifications, including but not limited to the architectural, general, structural, civil, plumbing, mechanical, electrical, landscape sheets and invitation to bid instructions.
- 13 In the event of inconsistencies within or between parts of the contract documents, subcontractor shall provide the better quality or greater quantity or comply with the more stringent requirement.
- 14 All OSHA regulations must be adhered to at all times.
- 15 All P.P.E. safety gear must be adhered at all times.
- 16 Provide all equipment, scaffolding, fall protection, hoisting, loading, off-loading and material handling devices as required to perform this scope of work. Including protecting adjacent work in for work area as necessary, plywood, plastic, etc....
- 17 Provide drinking water for your crew.

Signature _____

Print Name _____

Date _____



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- 18 Subcontractor agrees to maintain a Procore user account and utilize on a daily basis starting from the initial invite to the project through completion of Subcontractor's work. Subcontractor agrees to accept invitation within 24 hours of receipt.
 - 19 Any discrepancies/conflicts shall be addressed with A.R. Mays Construction in the form of a RFI prior to the fabrication and installation of any materials.
 - 20 Staffing the project to meet the current project schedule is mandatory. If days not are met accordingly to the project schedule, due to items that are in the control of subcontractor, you may be liable for impacted trades expenses to accelerate schedule to meet project schedule. Liquidated damages, as damages for delay, including consequential damages for such losses or liability incurred by owner, including but not limited to, lost rent, and liability to any tenant under a lease with owner.
- F. **SUBMITTALS** – The Subcontractor shall submit samples to this office, electronically product data and shop drawings. Subcontractor shall be responsible for obtaining approvals in sufficient time to meet the requirements of the construction schedule. The subcontractor shall submit within (10) calendar days following receipt of this agreement
- G. **PAYMENT AND PERFORMANCE BOND WILL NOT BE REQUIRED.**

Signature _____

Print Name _____

Date _____