



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

Award Contract Grant

Requested Board Meeting Date: 09/20/22

* = Mandatory, information must be provided

or Procurement Director Award

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

Borderland Construction Company, Inc.

***Project Title/Description:**

Design-Build Services - Continental Ranch Regional Pump Station Force Main Augmentation (3CFS15)

***Purpose:**

Amendment: Contract No. CT-WW-20-272, Amendment No. Three (3). This amendment increases the contract amount by \$1,559,823.93 for a cumulative not-to-exceed amount of \$34,221,581.45 and incorporates Guaranteed Maximum Price No. Two (GMP-2) for construction services. Administering Department: Regional Wastewater Reclamation.

GMP-2 provides for complete restoration of a section of the Huckelberry Loop required to be used as part of the alignment for the project. A Small Business Enterprises (SBE) goal of Three Percent (3%) has been established for GMP-2.

***Procurement Method:**

Pursuant to Solicitation for Qualifications No. SFQ-PO-2000008, on 04/07/20, the Board of Supervisors awarded a contract for design and pre-construction services for this project in the amount of \$2,550,104.43 for a contract term of 04/07/20 to 06/30/23.

Amendment No. One (1) was approved by the Board of Supervisors on 03/02/21 to increase the contract amount by \$30,111,653.09 for a cumulative not-to-exceed amount of \$32,661,757.52 and incorporate Guaranteed Maximum Price No. One (1) for construction services.

Amendment No Two (2) was approved by the Procurement Director on 02/15/22 to incorporate Line Item Reconciliations to Pre-Construction Services and to GMP-1 to reconcile line items and the scope of work to reflect adjustments in quantities and unit cost without increase to the total contract amount or construction days.

Attachment: Amendment No. Three (3).

***Program Goals/Predicted Outcomes:**

This project will provide additional capacity for the conveyance of wastewater pumped from the Continental Ranch Pump Station to the Ina Road Treatment Facility (Tres Rios WWF).

***Public Benefit:**

This Program will allow for continued sewer service availability for development in the Continental Ranch and surrounding areas. This program will also minimize public exposure by decreasing the potential for sanitary sewer overflows in the vicinity of the program. The program will also provide a redundant force main to be used during cleaning and repairs of the other parallel force mains.

***Metrics Available to Measure Performance:**

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

***Retroactive:**

No.

TO: COB 8/26/22 (1)

vers: 35

Pgs: 19

Contract / Award Information

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

***Funding Source(s) required:**

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?

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: CT Department Code: WW Contract Number (i.e.,15-123): 20-272
Amendment No.: Three (3) AMS Version No.: Thirty-Five (35)
Commencement Date: 09/20/22 New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ 1,559,823.93

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:** Regional Wastewater Reclamation Department Obligations

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

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

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: Keith E. Rogers Digitally signed by Keith E. Rogers Date: 2022.08.09 14:06:46 -07'00' Scott Loomis Digitally signed by Scott Loomis Date: 2022.08.09 14:10:14 -07'00'

Department: Procurement Terri Spencer Digitally signed by Terri Spencer Date: 2022.08.10 16:21:17 -07'00' Telephone: 520-724-3542

Department Director Signature/Date:  8/15/22

Deputy County Administrator Signature/Date:  8/18/2022

County Administrator Signature/Date:  8/19/2022

(Required for Board Agenda/Addendum Items)

Handwritten notes and initials at the bottom right of the page.

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT

PROJECT: Design-Build Services – Continental Ranch Regional Pump Station Force Main Augmentation (3CFS15)

CONSULTANT: Borderland Construction Company, Inc.
P.O. Box 27406
Tucson, AZ 85726-7406

CONTRACT NO.: CT-WW-20-272

AMENDMENT NO.: Three (3)

Orig. Contract Term: 04/07/2020 – 06/30/2023	Orig. Amount:	\$ 2,550,104.43
Termination Date Prior Amendment: 06/30/2023	Prior Amendments Amount:	\$30,111,653.09
Termination Date This Amendment: 06/30/2023	This Amendment Amount:	\$ 1,559,823.93
	Revised Total Amount:	\$34,221,581.45

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On April 7, 2020, County and Contractor entered into the above referenced agreement to provide Design-Build Services for the Continental Ranch Regional Pump Station Force Main Augmentation project.

1.2. Purpose. The majority of the pipeline is constructed. However, due to significant development on a large parcel of private land, a segment of the pipeline had to be re-routed from the original alignment to a portion of the Huckelberry Loop (Loop). Guaranteed Maximum Price - 2 (GMP-2) provides for the complete restoration of this section of the Loop.

2. Effective Date, Term, and Schedule.

The parties agree to modify Article 2 – Effective Date, Term and Schedule by adding Exhibit “A1” – GMP-2 Construction Schedule (1 page) after Exhibit “A” Preliminary Schedule (1 page).

3. Scope of Services. The parties agree to modify Article 3 – Scope of Services by adding “Exhibit D – Phase 2 – Construction Services – GMP-2 (14 pages)” after Exhibit C – Phase 2 – Construction Services – GMP-1 (25 pages).

4. **Maximum Payment Amount.** The parties agree to modify Article 5 – Compensation and Payment by adding “County’s total payments to Design-Builder for Phase 2 Work – GMP-2, including sales taxes (if applicable), in the not to exceed amount of One Million, Five Hundred Fifty-Nine Thousand, Eight Hundred Twenty-Three Dollars and Ninety-Three Cents (\$1,559,823.93), for a cumulative not to exceed amount of Thirty-Four Million Two Hundred Twenty-One Thousand Five Hundred Eighty-One Dollars and Forty-Five Cents (34,221,581.45).” to Article 5.2. Maximum Payment Amount, as sentence three.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

DESIGN-BUILDER

Chair, Board of Supervisors



Authorized Officer Signature

Date

Joel Harris, Vice President
Printed Name and Title


8-22-2022
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Kyle Johnson
Print DCA Name

Date

EXHIBIT "A1" - GMP-2 Construction Schedule (1 page)
Continental Ranch Regional Pump Station Force Main Augmentation (3CFS15)
GMP#2 - Relocation of CHL Path and Bank Protection Along Amazon Property
Borderland Design-Build Services
 Updated: August 4, 2022

ID	Task Name	Duration	Start	Finish	2nd Quarter			3rd Quarter			4th Quarter			1st		
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan		
1	PRECONSTRUCTION SERVICES	120 days	Mon 4/11/22	Fri 9/23/22												
2	DESIGN PREPARATION (Owner's Contingency - Current DB Contract)	53 days	Mon 4/11/22	Wed 6/22/22												
3	Rick Engineering Design Plans (Per PCRFC/Amazon Property Agreement)	53 days	Mon 4/11/22	Wed 6/22/22												
4	DESIGN APPROVALS	35 days	Thu 6/23/22	Wed 8/10/22												
5	PCRFC/CD Approval of Relocated CHL Path and Bank Protection	35 days	Thu 6/23/22	Wed 8/10/22												
6	Town of Marana Approval of Relocated CHL Path and Bank Protection	35 days	Thu 6/23/22	Wed 8/10/22												
7	APPROVAL OF CONTRACT AMENDMENT PACKAGE (GMP#2)	95 days	Mon 5/16/22	Fri 9/23/22												
8	Borderland GMP#2 Preparation	40 days	Mon 5/16/22	Fri 7/8/22												
9	PCRWRD Conveyance/PCRFC/CD/PC Procurement Review of GMP#2 package	51 days	Mon 7/11/22	Mon 9/19/22												
10	BOS Approval of Contract Amendment (GMP#2)	1 day	Tue 9/20/22	Tue 9/20/22												
11	PCRWRD Conveyance - NTP for Contract Amendment (GMP#2)	3 days	Wed 9/21/22	Fri 9/23/22												
12	CONSTRUCTION SERVICES	65 days	Mon 9/26/22	Fri 12/23/22												
13	Mobilization	5 days	Mon 9/26/22	Fri 9/30/22												
14	Earthwork/Grading for 1:1 Slope	15 days	Mon 9/26/22	Fri 10/14/22												
15	Shotcrete Bank Protection on 1:1 Slope	15 days	Mon 10/17/22	Fri 11/4/22												
16	3:1 Rip Rap - Upper Slope	15 days	Mon 11/7/22	Fri 11/25/22												
17	CHL Asphalt Path Restoration and Handrail	20 days	Mon 11/28/22	Fri 12/23/22												
18	Substantial Completion	1 day	Fri 12/23/22	Fri 12/23/22												

*Schedule based on design concepts - dates/durations subject to change based on third-party design approvals, permitting, and easement acquisitions



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

GMP #2 - SUMMARY

Pima County Regional Wastewater Reclamation Department
 Continental Ranch Regional Pump Station - Force Main Augmentation
 PCRWRD Project Number: 3CFS15

GMP#2 - RELOCATION OF CHL PATH AND BANK PROTECTION ALONG AMAZON PROPERTY

Updated: August 4, 2022

CONSTRUCTION	BANK PROTECTION AMOUNT	CHL PATHWAY AMOUNT
CONSTRUCTION COSTS:		
I. Cost of Construction	\$ 800,366.06	\$ 339,497.68
II. DB Contingency	\$ 21,120.10	\$ 13,075.81
SUBTOTAL <i>(Direct Construction Cost)</i>	\$ 821,486.16	\$ 352,573.49
INDIRECT CONSTRUCTION COSTS:		
III. General Conditions	\$ 37,224.00	\$ 25,206.00
IV. Overhead	\$ 80,117.66	\$ 35,246.83
V.a. General Liability Insurance	\$ 2,835.07	\$ 1,247.26
V.b. Builder's Risk Insurance	\$ -	\$ -
VI. Payment and Performance Bonds	\$ 7,986.65	\$ 3,513.64
SUBTOTAL <i>(Direct Cons. Cost + Gen Cond + Overhead + Insurance + Bonds)</i>	\$ 949,649.54	\$ 417,787.22
VII. Construction Fee	\$ 46,941.39	\$ 20,651.32
SUBTOTAL <i>(Direct Cons. Cost + Gen Cond + Overhead + Insurance + Bonds + Fee)</i>	\$ 996,590.93	\$ 438,438.54
VIII. Arizona Gross Receipts Tax	\$ 65,426.19	\$ 28,783.49
GUARANTEED MAXIMUM PRICE (GMP)	\$ 1,062,017.12	\$ 467,222.03
OTHER PROJECT COSTS:		
IX. Owner's Contingency	\$ 21,240.34	\$ 9,344.44
SUBTOTAL CONTRACT COST	\$ 1,083,257.46	\$ 476,566.47
GRAND TOTAL CONTRACT COST	\$1,559,823.93	

For supporting documentation - see also:

- Attachment #1 - Schedule of Values
- Attachment #2 - Scope of Work (List of Plans/Specifications)
- Attachment #3 - Clarifications, Assumptions, and Exclusions to the scope of work
- Attachment #4 - Schedule
- Attachment #5 - Cash-flow Forecast
- Attachment #6 - Anticipated Subcontractor Participation

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DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#2 - RELOCATION OF CHL PATH AND BANK PROTECTION ALONG AMAZON PROPERTY

Updated: August 4, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Bank Protection Elements		CHL Pathway Elements	
					Unit Cost	Extended Amount	Unit Cost	Extended Amount
1		I. COST OF CONSTRUCTION - LINE ITEMS						
2	001.100	MOBILIZATION	LS	1.00	\$ 7,105.53	\$ 7,105.53	\$ 7,105.53	\$ 7,105.53
3	004.100	SURVEYING AND AS-BUILTS	LS	1.00	\$ 19,625.00	\$ 19,625.00	\$ 19,625.00	\$ 19,625.00
4	005.100	QUALITY CONTROL (COMPACTION/ MATERIAL TESTING)	LS	1.00	\$ 3,601.00	\$ 3,601.00	\$ 3,601.00	\$ 3,601.00
5	011.100	TEMPORARY TRAFFIC CONTROL DEVICES/ FLAGGERS	LS	10,000.00	\$ 0.50	\$ 5,000.00	\$ 0.50	\$ 5,000.00
6	100.100	REMOVE EXISTING CHL ASPHALT PATH (3" THICKNESS) (STA.171+87 TO STA.174+50 AND NORTH OF INA RD)	SY	605.00	\$ 4.93	\$ 2,982.65	\$	-
7	200.100	EXCAVATION (ONSITE CUT-TO-FILL) (STEEPEN 3:1 SLOPE BELOW PATH TO ULTIMATE 1:1 SLOPE) (MAKE CHL PATH SUBGRADE AT INA RD)	CY	5,078.00	\$ 8.94	\$ 45,397.32	\$	-
8	200.101	SLOPE GRADING - FOR 1:1 CONCRETE BANK PROTECTION	SF	16,855.00	\$ 1.38	\$ 23,259.90	\$	-
9	200.102	SLOPE GRADING - FOR 3:1 DUMPED RIP RAP SLOPE PROTECTION	SF	14,230.00	\$ 1.61	\$ 22,910.30	\$	-
10	200.201	TYPE 3 SIDEWALK SCUPPER (MODIFIED) (5 CELL) (L=23') (STA.183+10)	EACH	1.00	\$ 10,435.33	\$ 10,435.33	\$	-
11	200.202	TYPE 3 SIDEWALK SCUPPER (MODIFIED) (4 CELL) (L=18.5') (STA.185+20, STA.187+95)	EACH	2.00	\$ 9,849.33	\$ 19,698.66	\$	-
12	200.203	TYPE 3 SIDEWALK SCUPPER (MODIFIED) (1 CELL) (L=5') (STA.193+28)	EACH	1.00	\$ 6,131.04	\$ 6,131.04	\$	-

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DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#2 - RELOCATION OF CHL PATH AND BANK PROTECTION ALONG AMAZON PROPERTY

Updated: August 4, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Bank Protection Elements		CHL Pathway Elements	
					Unit Cost	Extended Amount	Unit Cost	Extended Amount
13	200.300	3:1 SLOPE EROSION PROTECTION DUMPED RIP RAP W/FILTER FABRIC (D50=6", TH=12")	SF	14,230.00	\$ 4.36	\$ 62,042.80		\$ -
14	200.301	CONCRETE BANK PROTECTION (1:1 SLOPE) (12" SHOTCRETE W/1.4 W.W.F.) (INCLUDES 12"x12" TOP EDGE AND 4.78'x1' AVERAGE TOE DOWN)	SF	16,855.00	\$ 30.06	\$ 506,661.30		\$ -
15	200.302	SCUPPER INLET PROTECTION (GROUTED RIP RAP) (D50=8") (6" BASE) (DTL E/7)	SF	1,977.00	\$ 13.94	\$ 27,559.38		\$ -
16	200.303	SCUPPER INLET PROTECTION (DUMPED RIP RAP) (D50=8") (16" THICK) (DTL E/7)	SF	2,492.00	\$ 7.18	\$ 17,892.56		\$ -
17	200.304	SCUPPER OUTLET PROTECTION (GROUTED RIP RAP) (D50=12") (12" BASE) (DTL E/7)	SF	431.00	\$ 24.66	\$ 10,628.46		\$ -
18	200.305	SCUPPER OUTLET PROTECTION (DUMPED RIP RAP) (D50=12") (24" THICK) (DTL E/7)	SF	641.00	\$ 10.35	\$ 6,634.35		\$ -
19	200.306	2:1 SLOPE PROTECTION (HAND-PLACE RIP RAP) (D50=8") (8" THICK) (PER TYPICAL SLOPE TREATMENT TABLE) (STA.182+00)	SF	368.00	\$ 7.61	\$ 2,800.48		\$ -
20	200.400	CHUCK HUCKELBERRY LOOP PATH - SUBGRADE EXCAVATION (FOR 6.5" PAVEMENT SECTION)	CY	995.00		\$ -	\$ 21.61	\$ 21,501.95
21	200.401	CHUCK HUCKELBERRY LOOP PATH - 3.5" ABC	CY	537.00		\$ -	\$ 79.06	\$ 42,455.22
22	200.402	CHUCK HUCKELBERRY LOOP PATH - 3" AC PATH (PAG LV MIX #2) (5,499 SY)	TON	1,050.00		\$ -	\$ 126.98	\$ 133,329.00

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DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#2 - RELOCATION OF CHL PATH AND BANK PROTECTION ALONG AMAZON PROPERTY

Updated: August 4, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Bank Protection Elements		CHL Pathway Elements		
					Unit Cost	Extended Amount	Unit Cost	Extended Amount	
23	200.410	CHUCK HUCKELBERRY LOOP PATH - MODIFIED 211 CONCRETE COLLAR (FM TRACER WIRE TEST STATIONS IN ASPHALT)	EACH	4.00		\$ -	\$ 500.00	\$ 2,000.00	
24	200.420	CHUCK HUCKELBERRY LOOP PATH - STRIPING (4" WS4)	LF	6,300.00		\$ -	\$ 0.74	\$ 4,662.00	
25	200.421	CHUCK HUCKELBERRY LOOP PATH - STRIPING (4" YG4 3x9)	LF	170.00		\$ -	\$ 1.17	\$ 198.90	
26	200.422	CHUCK HUCKELBERRY LOOP PATH - STRIPING (4" YS4)	LF	3,050.00		\$ -	\$ 0.74	\$ 2,257.00	
27	200.430	CHUCK HUCKELBERRY LOOP PATH - RELOCATE EXISTING SIGN ON P1 POST	EACH	1.00		\$ -	\$ 371.36	\$ 371.36	
28	200.431	CHUCK HUCKELBERRY LOOP PATH - (2) NEW SIGNS ON P1 POST (AGENCY PROVIDED SIGNS)	EACH	2.00		\$ -	\$ 371.36	\$ 742.72	
29	200.500	HANDRAIL PER SD 105 (TOP OF 1:1 CONCRETE BANK PROTECTION) (STA.171+87 TO STA.197+07)	LF	2,779.00		\$ -	\$ 33.00	\$ 91,707.00	
30	200.501	POST & CABLE PER SD P-400 (MUP CONNECTION TO INA ROAD CROSSING)	LF	183.00		\$ -	\$ 27.00	\$ 4,941.00	
31	-	-	-	-	\$ -	\$ -	\$ -	\$ -	
32		COST OF CONSTRUCTION - LINE ITEMS SUBTOTAL				\$	800,366.06	\$	339,497.68

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DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#2 - RELOCATION OF CHL PATH AND BANK PROTECTION ALONG AMAZON PROPERTY

Updated: August 4, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Bank Protection Elements		CHL Pathway Elements	
					Unit Cost	Extended Amount	Unit Cost	Extended Amount
33		II. DESIGN-BUILDER CONTINGENCY						
34	299.001	UNFORESEEN CONDITIONS (UNKNOWN/REMAINING RISK)	LS	1.00	\$ 13,970.10	\$ 13,970.10	\$ 5,925.81	\$ 5,925.81
35	299.002	CONCRETE/ASPHALT MATERIAL PRICE ESCALATION (10% OF JULY-2022 COST)	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
36	299.003	FUEL PRICE ESCALATION (10% OF JULY-2022 COST)	LS	1.00	\$ 2,150.00	\$ 2,150.00	\$ 2,150.00	\$ 2,150.00
37	299.100	DESIGN-BUILDER CONTINGENCY - LINE ITEMS SUBTOTAL				\$ 21,120.10		\$ 13,075.81
38		SUBTOTAL A. (DIRECT CONSTRUCTION COSTS)				\$ 821,486.16		\$ 352,573.49
39		INDIRECT CONSTRUCTION COSTS						
40		III. GENERAL CONDITIONS						
41	300.001	FIELD ENGINEER	WK	5.00	\$ 2,516.00	\$ 7,548.00	\$ 2,516.00	\$ 5,032.00
42	300.002	GRADING SUPERINTENDENT	WK	10.00	\$ 4,136.00	\$ 24,816.00	\$ 4,136.00	\$ 16,544.00
43	300.003	PORTABLE RESTROOMS	MO	3.00	\$ 480.00	\$ 960.00	\$ 480.00	\$ 480.00
43	300.004	SMALL TOOLS	WK	8.00	\$ 600.00	\$ 2,400.00	\$ 600.00	\$ 2,400.00
44	300.005	TRASH DUMPSTER	MO	3.00	\$ 750.00	\$ 1,500.00	\$ 750.00	\$ 750.00
45	300.100	SUBTOTAL B. (III. GENERAL CONDITIONS)				\$ 37,224.00		\$ 25,206.00
46		SUBTOTAL C. (DIRECT COSTS + GENERAL CONDITIONS)				\$ 858,710.16		\$ 377,779.49
47	400.100	IV. DB OVERHEAD (9.33% of Subtotal C)	LS	1.00	\$ 80,117.66	\$ 80,117.66	\$ 35,246.83	\$ 35,246.83
48		SUBTOTAL D. (DIRECT COSTS + GENERAL CONDITIONS + OVERHEAD)				\$ 938,827.82		\$ 413,026.32

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DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#2 - RELOCATION OF CHL PATH AND BANK PROTECTION ALONG AMAZON PROPERTY

Updated: August 4, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Bank Protection Elements		CHL Pathway Elements	
					Unit Cost	Extended Amount	Unit Cost	Extended Amount
49	700.100	VII. CONSTRUCTION FEE (5% of Subtotal D)	LS	1.00	\$ 46,941.39	\$ 46,941.39	\$ 20,651.32	\$ 20,651.32
50	500.100	V.a. GENERAL LIABILITY INSURANCE (0.2876% of Subtotal D + VIII + V)	LS	1.00	\$ 2,835.07	\$ 2,835.07	\$ 1,247.26	\$ 1,247.26
51	500.200	V.b. BUILDERS RISK INSURANCE	-	-	\$ -	\$ -	\$ -	\$ -
52	600.100	VI. PAYMENT & PERFORMANCE BONDS	LS	1.00	\$ 7,986.65	\$ 7,986.65	\$ 3,513.64	\$ 3,513.64
53		SUBTOTAL E. (SUBTOTAL D + VIII + V + VI + VII)				\$ 996,590.93		\$ 438,438.54
54	800.100	VIII. TOWN OF MARANA SALES TAX				\$ 65,426.19		\$ 28,783.49
55		GUARANTEED MAXIMUM PRICE (GMP)				\$ 1,062,017.12		\$ 467,222.03
56		IX. OWNER'S CONTINGENCY						
57	900.001	UNFORESEEN CONDITIONS (UNKNOWN/REMAINING RISK) (2.0% of GMP)	LS	1.00	\$ 21,240.34	\$ 21,240.34	\$ 9,344.44	\$ 9,344.44
58	900.100	SUBTOTAL F. (OWNER'S CONTINGENCY)				\$ 21,240.34		\$ 9,344.44
59		SUBTOTAL CONTRACT COST				\$ 1,083,257.46		\$ 476,566.47
60		GRAND TOTAL CONTRACT COST				\$1,559,823.93		

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DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #2 - SCOPE OF WORK

GMP#2 - RELOCATION OF CHL PATH AND BANK PROTECTION ALONG AMAZON PROPERTY

Updated: August 4, 2022

BRIEF DESCRIPTION OF WORK:			
Relocation of the Chuck Huckleberry Loop Path and Santa Cruz River Bank Protection improvements along the Amazon Distribution Site property (near Ina Road/Silverbell Road), constructed as part of the CRRPS Force Main Augmentation project (3CFS15)			
LIST OF PLANS & SPECIFICATIONS USED FOR GMP#2			
	Document:	Prepared By:	Date:
1	Improvement Plans for CRRPS Force Main Augmentation CHH Loop Path and Santa Cruz River Bank Protection	Rick Engineering Company	06/22/22
2	Continental Ranch Regional Pump Station Force Main Augmentation Project (3CFS15) Phase 1 (w/Revisions)	WestLand Resources, Inc.	01/18/22
3	Standard Specifications for Public Improvements Volume 1	Pima Association of Governments (PAG)	2015
4	Standard Specifications for Public Improvements Volume 2 (Standard Details)	Pima Association of Governments (PAG)	2015
5	Intergovernmental Agreement (IGA) between Pima County Regional Flood Control District and Pima County for the Continental Ranch Regional Force Main Capital Improvement Project	PCRFC/PCRWRD <i>(IGA defines the scoping, funding, and administration of the new bank protection and CHL path relocation shown in the Improvement Plans as part of PCRWRD's 3CFS15 CRRPS Force Main Augmentation project)</i>	TBD



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#2 - RELOCATION OF CHL PATH AND BANK PROTECTION ALONG AMAZON PROPERTY

Updated: August 4, 2022

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
1	Clarification - This GMP#2 is based on the PCRWRD/PCRFCFCD IGA that incorporates the new bank protection and CHL path relocation into the current 3CFS15 scope of work. Line items costs have been intentionally split between the bank protection elements and pathway elements and are intended to correspond to the funding, scoping, and administrative responsibilities defined in the IGA.
2	Clarification - This GMP#2 is based on the initial Rick Engineering Improvement Plans listed in Attachment #2, which were <u>not</u> yet intended for construction. This GMP#2 schedule of values/scope of work will be need to be reconciled with the final sealed/approved/permitted plans and specifications for construction.
3	Clarification - It is understood that the final design reviews/updates/revisions were ongoing while this GMP#2 was prepared and that future signed/sealed/approved plans and special provisions will be provided for construction. GMP#2 accounts for the scope of work anticipated as part of the initial documents with reasonable contingencies set aside for minor scope revisions that develop prior to the issuance of Notice-to-Proceed. As needed, Borderland will work closely with PCRFCFCD/PCRWRD to reconcile any line item scope revisions and/or quantity differences, while maintaining the overall GMP#2 amount.
4	Clarification - It is understood that separate/future GMP packages may be required for the installation of landscaping, irrigation, and any other surface restorations not specifically shown in the current plans.
5	Clarification - At the time of this GMP, construction material (aggregates, asphalt, concrete, pipes, lumber, diesel, gasoline etc.) pricing and availability is highly volatile and unpredictable over the anticipated project duration (Force Majeure has been previously declared by several suppliers over the past several months). This GMP accounts for material purchases and fuel costs at the current market rates. As the construction start date approaches, material and fuel pricing will need to be confirmed and updated within future GMP contingency reconciliations and/or contract amendments. Any Force Majeure impacts received by Borderland will be passed through to PCRWRD/PCRFCFCD.
6	Clarification - As part of the preparation for GMP#2, a Pima County SBE goal of 3.0% was provided to Borderland. We have provided our anticipated subcontractor/SBE involvement for review in Attachment 6, in case a different SBE goal becomes a Pima County requirement.
7	Clarification - Per initial stakeholder coordination meetings, it is understood that the Town of Marana is the local jurisdictional authority for public right-of-way along Ina Road and Silverbell. It is also understood that the Chuck Huckelberry Loop along the west bank of the Santa Cruz River is located primarily on parcels owned by Pima County Regional Flood Control District (PCRFCFCD) but operated/maintained by Town of Marana Parks & Recreation. As the design progresses (and final scope of work is approved), detailed construction impacts will be identified so that we can coordinate with the necessary Town of Marana and PCRFCFCD staff for short term construction. Public Relations efforts will be managed through our existing scope of work included with previous GMP#1.
8	Clarification - Item 004.100: ALTA Arizona (original qualification-based selection DB team member) will provide Construction Survey services, based on their past project experience and professional recommendations. We will continue to work with ALTA to refine their specific scope and fee based on final/sealed/approved/permitted plans and specifications. Actual services provided may need to be confirmed and reconciled within the GMP#2 contingencies.



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#2 - RELOCATION OF CHL PATH AND BANK PROTECTION ALONG AMAZON PROPERTY

Updated: August 4, 2022

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
9	Clarification - Item 005.100: Ninyo & Moore (original qualification-based selection DB team member) will provide Quality Control (Compaction/Concrete testing) services, based on their past project experience and professional recommendations. We will continue to work with Ninyo & Moore to refine their specific scope and fee based on final/sealed/approved/permitted plans and specifications. Actual services provided may need to be confirmed and reconciled within the GMP#2 contingencies.
10	Clarification - Item 011.100: Due to close proximity of the existing Chuck Huckelberry Loop, we have included temporary traffic control devices and flaggers (to help ensure there is safe delineation of the work area for public foot/bicycle/vehicular traffic). Temporary traffic control plans will be coordinated with appropriate local agencies and devices/closures/detours/flagging stations installed as needed/directed. For the purpose of GMP#2 we have assumed a budget of \$10,000 to rent/setup/maintain temporary traffic control devices/flaggers throughout the project limits. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary temporary traffic control budget will be credited back to PCRWRD.
11	Clarification - Item 100.100: We have established an assumed quantity and unit cost for removing/replacing the existing asphalt path (Chuck Huckelberry Loop) only where it needs to be removed for the new pathway connection (northern limit of project and new connection to the existing Ina Road pathways). We are anticipating asphalt removals in these isolated areas to include dimensions of 14' wide with 4" ABC and 3" AC. Actual replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.
12	Clarification - Item 200.100: Native soils generated by slope and rip rap excavations will be disposed of onsite, within the limits of the project and in the area between the new concrete bank protection and existing soil cement bank protection. We have excluded all costs associated with hauling off/disposing of any excess excavation material to an offsite location.
13	Clarification - Item 200.300: Pre-Rick Engineering's design, PCRFCO indicated that they would like to see Dumped Rip Rap (D50=6", TH=12") placed on the 3:1 slope above the new path (for a vertical height of 2.5') to serve as Erosion Protection. This 3:1 Dumped Rip Rap is NOT currently shown in the plans (or Detail A on Sheet 7), but we've included the line item assuming it will be added to the final plans.
14	Clarification - Item 200.402: The current design includes a typical note/reference to COT Mix #3 for the asphalt multi-use path. In our recent experiences around PC with multi-use paths (especially where maintenance vehicles/trucks/etc. are more likely), several agencies/departments have made the switch from Mix#3 to a PAG #2 Low Volume asphalt. As such, we are assuming the same for this project and have included PAG #2 LV line item in GMP#2.
15	Clarification - Item 200.410: PCRWRD's new dual force main pipelines (3CFS15) will be located under the new asphalt pathway. The pipelines will include tracer wire continuity test stations on 1,000 LF intervals. We have included cost for MODIFIED 211 CONCRETE COLLARS to allow for final grade adjustment of the pipeline test stations within the new asphalt path.



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#2 - RELOCATION OF CHL PATH AND BANK PROTECTION ALONG AMAZON PROPERTY

Updated: August 4, 2022

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
16	Clarification - Item 299.100: Per Article 5 of Appendix F of the contract, and based on the preliminary nature of the design, an overall Design-Builder contingency amount of 3.0% (relative to direct cost construction) was established for potential items of remaining/unknown risk that could not be reasonably identified at the time GMP#2 was prepared. Prior to any use/allocation of the DB contingency amount, Borderland will provide PCRWRD a notice/application for review and approval. If/when it becomes apparent that an anticipated line item contingency will not be used, and with PCRWRD direction/approval, the DB contingency budgets may be revised and/or reallocated to other actual project costs. The amount of DB Contingency that is unused during construction will be returned as a credit to PCRWRD.
17	Clarification - DB Contingency Item 299.001: Based on the preliminary nature of the design, a generic DB contingency amount of 1.75% (relative to direct cost construction) was established for potential items of remaining/unknown risk that could not be reasonably identified at the time GMP#2 was prepared. Billings to this item will not occur without prior approval from PCRWRD and the amount unused during construction will be returned as a credit to PCRWRD.
18	Clarification - DB Contingency Item 299.002: Based on highly volatile and unpredictable cement and aggregate pricing, we have established a material escalation contingency budget totaling 10% of the July-2022 concrete and asphalt material purchase prices included in GMP#2. As the construction start date approaches, aggregate material pricing will need to be confirmed and reconciled within the scope of work. Any additional market rate increases (beyond a 10% escalation) received by Borderland will be passed through to PCRWRD. Billings to this item will not occur without prior approval from PCRWRD and the amount unused during construction will be returned as a credit to PCRWRD.
19	Clarification - DB Contingency Item 299.003: Based on highly volatile and unpredictable fuel pricing, we have established a material escalation contingency budget totaling 10% of the July-2022 fuel purchase prices included in GMP#2. As the construction start date approaches, fuel pricing will need to be confirmed and reconciled within the scope of work. Any additional market rate increases (beyond a 10% escalation) received by Borderland will be passed through to PCRWRD. Billings to this item will not occur without prior approval from PCRWRD and the amount unused during construction will be returned as a credit to PCRWRD.
20	Clarification - Item 800.100: Sales Tax rate is based on the project occurring entirely within the Town of Marana.
21	Clarification - Item 900.001: Per Article 5 of Appendix F of the contract, an Owner's (COUNTY) Contingency is a sum of money in the Contract but not included in the GMP that may be used at the discretion of COUNTY to cover any increases in Project costs that result from COUNTY directed changes, changed site conditions, or additional costs of Allowance Items the cost of which exceeds the Allowance therefor. County's Contingency will be added to the GMP amount provided by Design-Builder, the sum of which will be the full Contract price for construction. Markups for Construction Fee, taxes, and overhead will be applied by Design-Builder at the time that County's Contingency is used. Based on the preliminary nature of the design, an overall Owner's Contingency of 2.0% (relative to total DB GMP amount) was established for potential items of remaining/unknown risk that could not be reasonably identified at the time the cost model was prepared. The amount of COUNTY Contingency that is unused during construction will be returned as a credit to PCRWRD.
22	- not used -

Borderland

DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#2 - RELOCATION OF CHL PATH AND BANK PROTECTION ALONG AMAZON PROPERTY

Updated: August 4, 2022

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
23	Assumption: It is assumed that direct access will be provided from Ina Road (through the Amazon Distribution Site) and/or Silverbell Road (through the Silverbell Gateway Apartments Site) - allowing off-road trucks/equipment to travel from the major roadways to the PCRFC D parcels where the work will occur.
24	Assumption - The anticipated schedule provided in Attachment #4 assumes a Construction Notice-to-Proceed by September 23, 2022 (based on September 20, 2022 BOS Approval) and provides a Substantial Completion date of December 23, 2022. The anticipated project duration will remain the same and simply adjust around any changes to the NTP date.
25	- not used -
26	Exclusion - No budget has been included to address any third-party utility conflict resolutions in this GMP#2. If future conflicts are discovered and/or require resolution, specific line item budgets will be created by and reconciled within the GMP#2 contingencies, and/or may require a contract amendment.
27	Exclusion - No budget has been included to address NPPO scope/mitigation. It is understood any/all NPPO costs will be handled outside the construction contract.
28	Exclusion - No budget has been included to address USACE 404/408 permitting fees. It is understood any/all 404/408 permitting costs will be handled outside the construction contract.
29	Exclusion - No budget has been included to address PCRFC D Riparian Area mitigation fees. It is understood any/all in-lieu fees or other mitigation costs will be handled outside the construction contract.
30	Exclusion: No cost for land rentals, temporary construction easements, ROW commitments have been included. It is assumed all property rights needed for construction have been acquired prior to Notice-to-Proceed.
31	Exclusion - This GMP#2 specifically excludes all work associated with landscaping, irrigation, DG pathways, and other CHL linear park features not specifically scoped in the current plans.
32	Exclusion: No cost for development services/building codes or other permits have been included for the scope of work included with GMP#2.
33	Exclusion: Hydroseeding of disturbed areas will occur as part of the GMP#1 scope of work. As such, all hydroseeding costs have been excluded from GMP#2
34	Exclusion - Other than removal area specifically included in item 100.100, all costs for removal of the existing CHL asphalt pathway have been excluded from this GMP. It is understood that a future project/effort will address removal of the existing asphalt pathway.
35	Exclusion - Clearing and grubbing area assumed to have been previously completed by the Amazon site development and/or CRRPS Force Main Project. We have specifically excluded the cost of any additional clearing/grubbing and/or excluded any special considerations for the removal of invasive species (including buffelgrass).

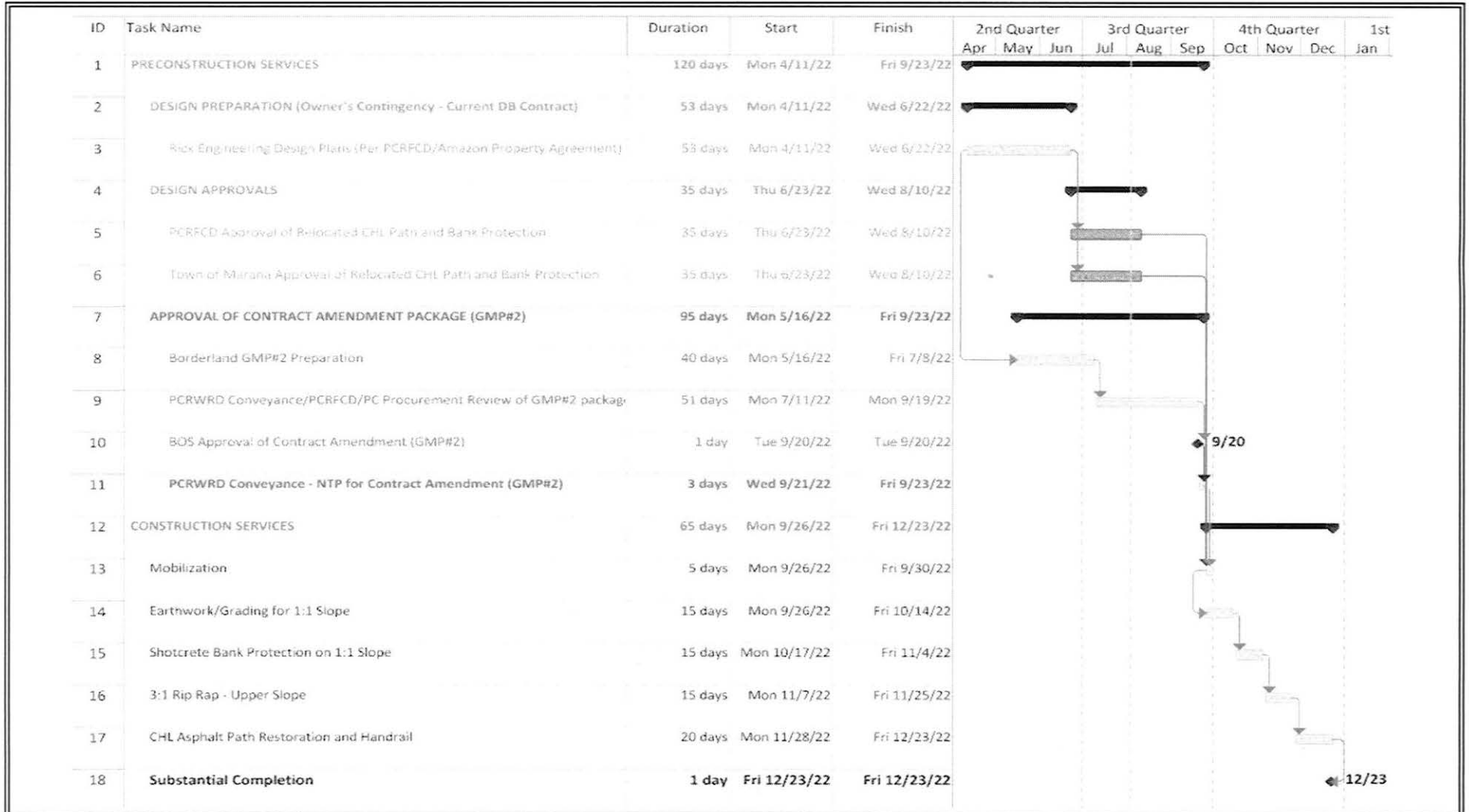
Borderland

DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #4 - ANTICIPATED CONSTRUCTION SCHEDULE

GMP#2 - RELOCATION OF CHL PATH AND BANK PROTECTION ALONG AMAZON PROPERTY

Updated: August 4, 2022



Borderland

DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #5 - CASH-FLOW FORECAST

GMP#2 - RELOCATION OF CHL PATH AND BANK PROTECTION ALONG AMAZON PROPERTY

Updated: August 4, 2022

Estimated Monthly Cash-Flow Forecast* (\$,000s)													
Major Work Areas	Fiscal Year:	FY22-23 Work											
	Work Performed:	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
	To be Invoiced:	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23
Mobilization, Surety, QC, Earthwork/Slope Grading				70	60	14	21						
Scuppers/Bank Protection (1:1 Shotcrete and 3:1 RipRap)					639	31	0						
CHL Asphalt Path Paving and Railing						152	152						
<i>DB Contingency</i>	0	0	2	21	6	5	0	0	0	0	0	0	0
<i>Other indirect costs (GC's, fees, taxes, etc.)</i>	0	0	22	218	61	54	0	0	0	0	0	0	0
Monthly Subtotals (Gross - No Retention)	0	0	94	938	265	233	0	0	0	0	0	0	0
FY Subtotals	\$1,529,239.15												
Project Total***	\$1,529,239.15												
<i>*Estimated amounts reflect anticipated installations/work completed by months end</i>													
<i>**Forecast assumes NTP on/before August 16, 2022.</i>													
<i>***Forecast Total does NOT include unencumbered Owners Contingency amount of: \$30,584.78</i>													

Borderland

DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #6 - ANTICIPATED SUBCONTRACTOR PARTICIPATION

GMP#2 - RELOCATION OF CHL PATH AND BANK PROTECTION ALONG AMAZON PROPERTY

Updated: August 4, 2022

LIST OF ANTICIPATED SUBCONTRACTOR PARTICIPATION						
	Scope of Work:	Subcontractor	Selection Based on:	Anticipated Subcontractor Participation		
				SBE Status? (YES/NO)	Estimated Subcontract Value (\$)	Estimated Participation (%)
1	Bank Protection (Shotcrete/RipRap/Toe-Downs)	Rockridge Construction	Quals and Price	YES	\$625,671.05	40.91%
2	Barricade Railing (Handrail)/ Post & Cable	Canyon Fencing	Quals and Price	NO	\$96,648.00	6.32%
3	Construction Survey	ALTA AZ*	Quals	NO	\$39,250.00	2.57%
4	Striping/ Signing	Arrow Striping	Quals and Price	NO	\$8,257.00	0.54%
5	QA/QC Testing	Ninyo & Moore*	Quals	NO	\$7,202.00	0.47%
6	-	-	-	-	-	-
7	Anticipated Subcontractor Total Value (M, L, E)				\$ 777,028.05	50.81%
8	Anticipated Self-Performance Total Value (M, L, E)				\$752,211.10	49.19%

*Subcontractor included on original Design-Build team for 3CFS15 GMP#1

ANTICIPATED SBE GOAL SUMMARY		
BORDERLAND GMP#2 AMOUNT	=	\$1,529,239.15
PIMA COUNTY SBE PARTICIPATION GOAL - GMP#2 (%)	=	3.00%
PIMA COUNTY SBE PARTICIPATION GOAL - GMP#2 (\$)	=	\$45,877.17
Anticipated SBE Participation Total	=	\$625,671.05
Anticipated SBE Participation Total (%)	=	40.91%
SBE Participation Goal Anticipated to be Met (Yes/No)	=	YES

RIDER

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

To be attached to and form a part of:

Bond No. 107347448

Type of Bond: Performance and Payment

Executed by Borderland Construction Company, Inc., as Principal, and by Travelers Casualty and Surety Company of America, as Surety, in favor of Pima County and dated February 24, 2021.

In consideration of the premium charged for the attached bond, it is hereby agreed to change:

the bond amount per Amendment 3 adding GMP 2

From: Thirty Million One Hundred Eleven Thousand Six Hundred Fifty Three and 09/100 (\$30,111,653.09)

To: Thirty One Million Six Hundred Seventy One Thousand Four Hundred Seventy Seven and 02/100 (31,671,477.02)

This rider is effective August 25, 2022.

This rider is executed upon the express condition that the surety's liability under said bond shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond. The referenced bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

Signed this 25th day of August, 2022.

Borderland Construction Company, Inc.
(Principal)

By: [Signature]

Travelers Casualty and Surety Company of America

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

*Rider Accepted By: **Pima County**
(Obligee)

By: [Signature]



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

POWER OF ATTORNEY

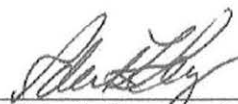
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that 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

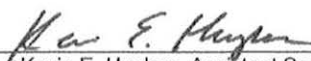
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **25th** day of **August**, **2022**




 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.