



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

Award  Contract  Grant

Requested Board Meeting Date: 04/17/18

\* = Mandatory, information must be provided

or Procurement Director Award

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

Borderland Construction Company, Inc.

**\*Project Title/Description:**

Construction Manager at Risk for Aerospace Parkway Widening (4AERO2)

**\*Purpose:**

Amendment: Contract No. CT-PW-17-328, Amendment No. Four (4). This amendment is for Phase 2 of the construction phase of the contract which amends the scope of work and increases the contract amount by \$1,084,452.76 through the incorporation of an accepted Guaranteed Maximum Price 3 (GMP) Phase 2, schedule, and scope of work. GMP 3, Phase 2 is for the final earthwork and paving for widening aerospace Parkway between Hoover Road and the Eastern Project limits. Administering Department: Public Works.

This project includes a public art component to meet the 1% artwork spending requirement per BOS Policy C3.3. This installation includes decorative metal panels known as "wings" which were designed as an alternative to irrigated landscaping by the landscape architect and a local artist as a way to improve the intersection of Aerospace and Raytheon Parkways. The Department's Project Team seeks an exemption to the Policy, recommends instead using a local artist not selected via the traditional method involving the Tucson Public Art Committee and a public panel. This change in procedure will ensure the 1% art is still achieved, design and installation is well integrated, and to ensure it is delivered with the accelerated project timeline currently underway. Additional art if added per policy would clutter the intersection and detract from the "wings".

**\*Procurement Method:**

Pursuant to Solicitation for Qualifications No. 247692, on 05/02/17, the Board of Supervisors awarded a contract for this project in the amount of \$183,369.91 for preconstruction services for a contract term of 05/02/17 to 05/01/18. Previous Amendment No. 1 and 3 totaling \$3,749,011.94 have been approved by the Board of Supervisors to incorporate an accepted GMP 1 Phase 1 and GMP 2 Phase 2, schedule, and scope of work. Amendment No. 2 totaling \$120,058.65 was approved by the Procurement Director to avoid installation of both a temporary and final signal installation.

Attachment: Amendment No. Four (4)

**\*Program Goals/Predicted Outcomes:**

This contract is for the CMAR to provide preconstruction and construction services for the entire Aerospace Parkway Widening Project, including intersection improvements at Nogales Highway and Raytheon Parkway. The preconstruction services phase includes value engineering, constructibility reviews, and a cost model development. The CMAR will develop multiple GMPs for each of the phases to construct the project throughout the term of the Contract and incorporate into this Contract by Amendment.

**\*Public Benefit:**

The construction of this expansion will provide the infrastructure needed for both the commercial and industrial growth being promoted in the area of the Aerospace corridor, including known increased traffic needs at Raytheon and Vector Space. The result of this development will be to support growth in the local economy which will benefit the entire region.

**\*Metrics Available to Measure Performance:**

Performance will be measured using the contractor evaluation process as outlined in BOS Policy D29.1.F.III.F at the end of the preconstruction phase, the CMAR will provide GMP(s), which will be incorporated into this Contract by Amendment, showing the project will be constructed within the estimated budget. GMP 3 for Phase 2 will continue to be evaluated within the contractor evaluation process with emphasis on alternative delivery implementation of partnering principles.

**\*Retroactive:**

No.

To: COB- 4.3.18  
pgs - 16 (1)

04/15/18

**Contract / Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e.,15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

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

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

Contract is fully or partially funded with Federal Funds?  Yes  No

**\*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 22-73.*

**Amendment / Revised Award Information**

Document Type: CT Department Code: PW Contract Number (i.e.,15-123): 17-328

Amendment No.: Four (4) AMS Version No.: Ten (10)

Effective Date: 04/17/18 New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ 1,084,452.76

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

**\*Funding Source(s) required:** HURF 12.6%

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): \_\_\_\_\_

Effective 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: Matt Sage, Procurement Officer 3-29-18

Department: Procurement Telephone: 520-724-8586

Department Director Signature/Date: [Signature] Nancy Cole for Nanette Slusser 3/30/18

Deputy County Administrator Signature/Date: [Signature] 4/2/18

County Administrator Signature/Date: [Signature] 4/2/18  
*(Required for Board Agenda/Addendum Items)*

<b>PIMA COUNTY PUBLIC WORKS ADMINISTRATION</b>	
<b>PROJECT:</b>	Construction Manager At Risk Services for Aerospace Parkway Widening (4AERO2)
<b>CONTRACTOR:</b>	Borderland Construction Company, Inc. P.O. Box 27406 Tucson, Arizona 85726
<b>CONTRACT NO.:</b>	CT-PW-17-328
<b>AMENDMENT NO.:</b>	Four (4)
<b>FUNDING:</b>	HURF 12.6%

**CONTRACT**

**NO.** CT-PW-17-328

**AMENDMENT NO.** 04

This number must appear on all invoices, correspondence and documents pertaining to this contract.

<b>CONTRACT TERM:</b> 05/02/2017 - 05/01/2018	<b>ORIGINAL CONTRACT AMOUNT:</b>	\$	183,369.91
<b>TERMINATION PRIOR AMENDMENT:</b> 09/28/2018	<b>PRIOR AMENDMENT(S):</b>	\$	3,869,070.59
<b>TERMINATION THIS AMENDMENT:</b> 09/28/2018	<b>AMOUNT THIS AMENDMENT:</b>	\$	1,084,452.76
	<b>REVISED CONTRACT AMOUNT:</b>	\$	5,136,893.26

**CONSTRUCTION CONTRACT AMENDMENT**

**WHEREAS**, at its regularly scheduled meeting on May 2, 2017, the Board of Supervisors approved the award of a Construction Manager at Risk Contract by COUNTY to CONTRACTOR for the above-named Project; and

**WHEREAS**, construction of the project was anticipated to be conducted in multiple phases; and

**WHEREAS**, Guaranteed Maximum Price (GMP) 3 shall pertain to project Phase 2; and

**WHEREAS**, CONTRACTOR and COUNTY have completed the majority of pre-construction services for Phase 2 and have mutually agreed upon an acceptable GMP 3, to include the schedule and scope of work for the construction of Phase 2 of the Project; and

**WHEREAS**, Solicitation for Qualifications No. 247692, upon which the procurement for this Contract was based, provided that COUNTY would establish the goal for Small Business Enterprise (SBE) utilization for the construction under this Contract in conjunction with the establishment of each GMP; and

**WHEREAS**, CONTRACTOR and COUNTY have reviewed all required documentation regarding available subcontracting opportunities, the certified SBE's who are ready, willing, able and qualified to perform the construction, and have agreed to the establishment of an SBE goal of 2.0% for GMP 3, Phase 2 of this project; and

**WHEREAS**, CONTRACTOR and COUNTY now agree to incorporate the GMP 3, Phase 2 SBE goal, and contractual provisions, conditions, terms, agreements and related documents required for the construction phase of the Project into the Contract, and

**WHEREAS**, COUNTY and CONTRACTOR, pursuant to Article 2, have agreed to incorporate GMP 3 into the Contract for Phase 2 activities; and

**WHEREAS**, COUNTY and CONTRACTOR pursuant to Article 3 have agreed to increase the Contract amount as identified in GMP 3, Phase 2; and

**WHEREAS**, COUNTY's acceptance of GMP 3, Phase 2, is subject to the understanding of the Parties that all other elements of future GMPs, if any, are and remain negotiable.

TB

NOW, THEREFORE, it is agreed as follows:

**CHANGE: ARTICLE 2 – SCOPE OF WORK**

**Add the following paragraphs:**

"M. The parties agree to proceed to the Construction Services Phase 2. The Construction Provisions, Scope of Work and GMP 3 for Phase 2 of Construction are hereby included in Appendix "F-3" to the Contract.

"N. The SBE Goal for GMP 3, Phase 2 is **2.0%** of the total cost of Construction"

**CHANGE: Paragraph A of ARTICLE 3 – PRECONSTRUCTION PHASE FEE AND GUARANTEED MAXIMUM PRICE as follows:**

**FROM:** "COUNTY will pay CMAR a Pre-construction Services Fee for Pre-construction Services. The CMAR's Construction Services Fee, plus the cost of the Work (direct construction cost) including CMAR contingency, bonds, insurance and taxes (indirect construction costs) will comprise the GMP(s) to be established in compliance with Appendix "B" Supplemental Provisions – Construction Costing (10 pages), Appendix "C" General Conditions (45 pages), and Appendix "E" – Small Business Enterprise Requirements (2 pages), Appendix "F" GMP 1, Phase 1 (15 pages), and Appendix "F-1" GMP 1, Phase 1 (17 pages), and Appendix "F-2" GMP 2, Phase 2 (16 pages). Unless otherwise agreed, CMAR's GMP will include all required sales, use, franchise and other taxes in effect on the date of COUNTY approval of the GMP, as well as all applicable bond and insurance costs."

**TO:** "COUNTY will pay CMAR a Pre-construction Services Fee for Pre-construction Services. The CMAR's Construction Services Fee, plus the cost of the Work (direct construction cost) including CMAR contingency, bonds, insurance and taxes (indirect construction costs) will comprise the GMP(s) to be established in compliance with Appendix "B" Supplemental Provisions – Construction Costing (10 pages), Appendix "C" General Conditions (45 pages), and Appendix "E" – Small Business Enterprise Requirements (2 pages), Appendix "F" GMP 1, Phase 1 (15 pages), and Appendix "F-1" GMP 1, Phase 1 (17 pages), Appendix "F-2" GMP 2, Phase 2 (16 pages), and **Appendix "F-3" GMP 3, Phase 2 (10 pages)**. Unless otherwise agreed, CMAR's GMP will include all required sales, use, franchise and other taxes in effect on the date of COUNTY approval of the GMP, as well as all applicable bond and insurance costs."

**CHANGE: Paragraph B of ARTICLE 3 – PRECONSTRUCTION PHASE FEE AND GUARANTEED MAXIMUM PRICE as follows:**

**FROM:** "The Preconstruction Services Phase Fee will not exceed One Hundred Eighty-Three Thousand Three Hundred Sixty-Nine Dollars and Ninety-One Cents (\$183,369.91). CMAR Construction Phase 1 Fee, that includes the Cost of the Work (direct construction cost), CMAR contingency, bonds, insurance and taxes (indirect construction costs) which comprises GMP 1, in the amount of One Million Five Hundred Thirty-Eight Thousand Eight Hundred Ninety-Two Dollars and Fifty-One (\$1,538,892.51) inclusive of Thirty-Seven Thousand Five Hundred Sixty-Three Dollars and Fifty-Two Cents (\$37,563.52) for COUNTY (Owner) contingency is hereby included in Appendix "F-1". CMAR Construction Phase 2 Fee, that includes the Cost of the Work (direct construction cost), CMAR contingency, bonds, insurance and taxes (indirect construction costs) which comprises GMP 2, in the amount of Two Million Three Hundred Thirty Thousand One Hundred Seventy-Eight Dollars and Eight Cents (\$2,330,178.08) inclusive of One Hundred Ten Thousand Nine Hundred Sixty Dollars and Eighty-Six Cents (\$110,960.86) for COUNTY (Owner) contingency, is hereby included in Appendix "F-2". COUNTY's acceptance of GMP 2, Phase 2 is subject to the understanding of the Parties that all other elements of future GMPs, if any, are and remain negotiable."

**TO:** "The Preconstruction Services Phase Fee will not exceed One Hundred Eighty-Three Thousand Three Hundred Sixty-Nine Dollars and Ninety-One Cents (\$183,369.91). CMAR Construction Phase 1 Fee, that includes the Cost of the Work (direct construction cost), CMAR contingency, bonds, insurance and taxes (indirect construction costs) which comprises GMP 1, in the amount of One Million Five Hundred Thirty-Eight Thousand Eight Hundred Ninety-Two Dollars and Fifty-One (\$1,538,892.51) inclusive of Thirty-Seven Thousand Five Hundred Sixty-Three Dollars and Fifty-Two Cents (\$37,563.52) for COUNTY (Owner) contingency is hereby included in Appendix "F-1". CMAR Construction Phase 2 Fee, that includes the Cost of the Work (direct construction cost), CMAR contingency, bonds, insurance and taxes (indirect construction costs) which comprises GMP 2, in the amount of Two Million Three Hundred Thirty Thousand One Hundred Seventy-Eight Dollars and Eight Cents (\$2,330,178.08) inclusive of One

Hundred Ten Thousand Nine Hundred Sixty Dollars and Eighty-Six Cents (\$110,960.86) for COUNTY (Owner) contingency, is hereby included in Appendix "F-2". **CMAR Construction Phase 2 Fee, that includes the Cost of the Work (direct construction cost), CMAR contingency, bonds, insurance and taxes (indirect construction costs) which comprises GMP 3, in the amount of One Million Eighty-Four Thousand Four Hundred Fifty-Two Dollars and Seventy-Six Cents (\$1,084,452.76) inclusive of Fifty-One Thousand Six Hundred Forty Dollars and Sixty-One Cents (\$51,640.61) for COUNTY (Owner) contingency, is hereby included in Appendix "F-3".** COUNTY's acceptance of GMP 3, Phase 2 is subject to the understanding of the Parties that all other elements of future GMPs, if any, are and remain negotiable."

**ADD:** The following documents to the Contract:

**APPENDIX "F-3" – GMP 3, Phase 2 (10 Pages)**

APPENDIX "F-3": Construction Manager at Risk (CMAR) Services for Aerospace Parkway Widening GMP-3 Construction of Phase 2, proposal dated March 26, 2018 (10 pages, attached).

This Amendment shall be effective on April 17, 2018.

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

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

**APPROVED:**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**CMAR:**

  
\_\_\_\_\_  
Signature


*Andy North Vice President*  
\_\_\_\_\_  
Name and Title (Please Print)

*4/2/18*  
\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Deputy County Attorney

**TOBIN ROSEN**

\_\_\_\_\_  
Name (Please Print)

*3/29/18*  
\_\_\_\_\_  
Date

**APPENDIX "F-3"**

**Construction Manager at Risk (CMAR) Services for Aerospace Parkway Widening**

**GMP 3, Phase 2**

**Proposal Dated March 26, 2018**

**(10 pages)**



**CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES**

**GMP #3 - SUMMARY**

Pima County Project Management Office  
Aerospace Parkway Widening  
Pima County Project Number: 4AERO2

**GMP#3 - CONSTRUCTION OF PHASE 2 (Aerospace Pkwy: Hoover Rd to Eastern Limits)**

Dated: March 26, 2018

<b>CONSTRUCTION</b>	<b>AMOUNT</b>
<b>CONSTRUCTION COSTS:</b>	
I. Cost of Construction	\$ 763,874.12
II. CMAR Contingency	\$ 38,193.71
<b>SUBTOTAL</b> <i>(Direct Construction Costs)</i>	<b>\$ 802,067.83</b>
<b>INDIRECT CONSTRUCTION COSTS:</b>	
III. General Conditions	\$ 41,864.00
IV. Overhead	\$ 78,654.45
V. Railroad Insurance	\$ -
VI. General Liability Insurance	\$ 2,786.03
VII. Payment and Performance Bonds	\$ 6,031.06
<b>SUBTOTAL</b> <i>(Direct Cons. Cost + Gen Cond + Overhead + Insurance + Bonds)</i>	<b>\$ 931,403.37</b>
VIII. Construction Fee	\$ 46,129.31
<b>SUBTOTAL</b> <i>(Direct Cons. Cost + Gen Cond + Overhead + Insurance + Bonds + Fee)</i>	<b>\$ 977,532.68</b>
IX. Arizona Gross Receipts Tax	\$ 55,279.47
<b>GUARANTEED MAXIMUM PRICE (GMP)</b>	<b>\$ 1,032,812.15</b>
<b>OTHER PROJECT COSTS:</b>	
X. Owner's Contingency	\$ 51,640.61
<b>TOTAL CONTRACT COST</b>	<b>\$ 1,084,452.76</b>

For supporting documentation - see also:

Attachment #1 - Schedule of Values

Attachment #2 - Scope of Work

Attachment #3 - Clarifications, Assumptions, and Exclusions to the scope of work

Attachment #4 - Anticipated Construction Schedule

Attachment #5 - Cash-flow Forecast

Attachment #6 - Subcontractor List (w/anticipated SBE Summary)



CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#3 - CONSTRUCTION OF PHASE 2 (Aerospace Pkwy: Hoover Rd to Eastern Limits)

Dated: March 26, 2018

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
1	<b>I. COST OF CONSTRUCTION - LINE ITEMS</b>					
2	2020029	Removal of Bituminous Pavement	SY	1,347.82	\$ 13.98	\$ 18,842.52
3	2020030	Removal Of Bituminous Pavement (Milling)(2"-3") (Aerospace)	SY	2,059.00	\$ 3.66	\$ 7,535.94
4	2020132	Remove and Salvage Riprap	CY	13.00	\$ 20.84	\$ 270.92
5	2030901	Borrow	CY	1,112.00	\$ 13.74	\$ 15,278.88
6	3030003	Aggregate Base	CY	4,945.07	\$ 29.99	\$ 148,302.65
7	4040111	Tack Coat	TON	7.00	\$ 868.91	\$ 6,082.37
8	4060001	Asphaltic Concrete (Mix No. 1)	TON	3,992.82	\$ 53.08	\$ 211,938.89
9	4060002	Asphaltic Concrete (Mix No. 2)	TON	2,567.37	\$ 55.89	\$ 143,490.31
10	4060510	Bituminous Material Price Adjustment Allowance	FA	0.00	\$ -	\$ -
11	5011282	Pipe, Reinforced Concrete, Class HE II, 34" x 53"	LF	114.00	\$ 289.37	\$ 32,988.18
12	5014253	Concrete End Section, 53" x 34" (ADOT C-13.20)	EACH	1.00	\$ 6,718.40	\$ 6,718.40
13	5030033	Catch Basin, PC/COT Std. Dtl. 309 (Triple, Off Road) (D<8')(Dtl D4)	EACH	1.00	\$ 6,339.88	\$ 6,339.88
14	5150005	Utility Potholing, Depth <12'	EACH	4.00	\$ 423.93	\$ 1,695.72
15	7010001	Maintenance And Protection Of Traffic	LS	1.00	\$ 35,209.30	\$ 35,209.30
16	7010007	Construction Area Elements	LS	1.00	\$ 15,000.00	\$ 15,000.00
17	9010001	Mobilization	LS	1.00	\$ 23,879.20	\$ 23,879.20
18	9050001	Guard Rail, W Beam, Single Face	LF	219.00	\$ 24.46	\$ 5,356.74
19	9050020	Guard Rail, Terminal (SKT 350)	EACH	2.00	\$ 3,805.21	\$ 7,610.42
20	9050036	Guard Rail, Anchor Assembly	EACH	2.00	\$ 1,087.20	\$ 2,174.40
21	9080001	Concrete Curb, (PC/COT Std. Dtl. 209) (Type 1)	LF	541.40	\$ 17.13	\$ 9,274.18
22	9080042	Curb Cut (Water Harvesting)(Detail R4)	EACH	1.00	\$ 311.02	\$ 311.02





CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#3 - CONSTRUCTION OF PHASE 2 (Aerospace Pkwy: Hoover Rd to Eastern Limits)

Dated: March 26, 2018

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
23	9080090	Concrete Curb Terminal Section (PC/COT Std. Dtl. 212)	EACH	2.00	\$ 784.22	\$ 1,568.44
24	9120002	Shotcrete (6" w/ reinforcing)(Weir)(Detail D3)	LF	320.00	\$ 65.41	\$ 20,931.20
25	9130001	Riprap (Dumped)	CY	224.00	\$ 80.69	\$ 18,074.56
26	9250001	Construction Survey & Layout	LS	1.00	\$ 25,000.00	\$ 25,000.00
27	<b>COST OF CONSTRUCTION - LINE ITEMS SUBTOTAL</b>					<b>\$ 763,874.12</b>
28	<b>II. CMAR CONTINGENCY</b>					
29		UNFORESEEN CONDITIONS LOD400 PLANS (5% of LINE ITEM SUBTOTAL)	LS	1.00	\$ 38,193.71	\$ 38,193.71
30	<b>SUBTOTAL A. (DIRECT CONSTRUCTION COSTS)</b>					<b>\$ 802,067.83</b>
31	<b>INDIRECT CONSTRUCTION COSTS</b>					
32	<b>III. GENERAL CONDITIONS</b>					
33		CLEAN UP	LS	1.00	\$ 2,000.00	\$ 2,000.00
34		PORTABLE RESTROOMS	LS	1.00	\$ 1,000.00	\$ 1,000.00
35		SMALL TOOLS	LS	1.00	\$ 2,000.00	\$ 2,000.00
36		PERMITS	LS	1.00	\$ -	\$ -
37		SUPERINTENDENT	WK	8.00	\$2,574.00	\$ 20,592.00
38		PROJECT ENGINEER	WK	8.00	\$2,034.00	\$ 16,272.00
39	<b>SUBTOTAL B. (III. GENERAL CONDITIONS)</b>					<b>\$ 41,864.00</b>
40	<b>SUBTOTAL C. (DIRECT COSTS + GENERAL CONDITIONS)</b>					<b>\$ 843,931.83</b>
41		IV. CMAR OVERHEAD (9.32% of Subtotal C)	LS	1.00	\$ 78,654.45	\$ 78,654.45
42	<b>SUBTOTAL D. (DIRECT COSTS + GENERAL CONDITIONS + OVERHEAD)</b>					<b>\$ 922,586.28</b>
43		VIII. CONSTRUCTION FEE (5% of Subtotal D)	LS	1.00	\$ 46,129.31	\$ 46,129.31
44		V. RAILROAD INSURANCE (N/A)	-	0.00	\$ -	\$ -
45		VI. GENERAL LIABILITY INSURANCE (0.2876% of Subtotal D + V + VIII)	LS	1.00	\$ 2,786.03	\$ 2,786.03
46		VII. PAYMENT AND PERFORMANCE BONDS	LS	1.00	\$ 6,031.06	\$ 6,031.06
47	<b>SUBTOTAL E. (SUBTOTAL D + V + VI + VII + VIII)</b>					<b>\$ 977,532.68</b>
48		IX. SALES TAX (City of Tucson 8.7% at 65% of Subtotal E)	LS	1.00	\$ 55,279.47	\$ 55,279.47
49	<b>GUARANTEED MAXIMUM PRICE (GMP)</b>					<b>\$ 1,032,812.15</b>



CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#3 - CONSTRUCTION OF PHASE 2 (Aerospace Pkwy: Hoover Rd to Eastern Limits)

Dated: March 26, 2018

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
50	<b>X. OWNER'S CONTINGENCY</b>					
51		UNFORESEEN CONDITIONS - LOD400 PLANS (5% of GMP)	LS	1.00	\$ 51,640.61	\$ 51,640.61
52		<b><i>SUBTOTAL F. (OWNER'S CONTINGENCY)</i></b>			<b>\$</b>	<b>51,640.61</b>
53		<b><i>TOTAL CONTRACT COST</i></b>			<b>\$</b>	<b>1,084,452.76</b>



**CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES**

**ATTACHMENT #2 - SCOPE OF WORK**

**GMP#3 - CONSTRUCTION OF PHASE 2 (Aerospace Pkwy: Hoover Rd to Eastern Limits)**

Dated: March 26, 2018

<b>BRIEF DESCRIPTION OF WORK:</b>			
THIS PROJECT CONSISTS OF THE FINAL EARTHWORK AND PAVING FOR WIDENING AEROSPACE PARKWAY BETWEEN HOOVER ROAD AND THE EASTERN PROJECT LIMITS. SEE ATTACHMENT 3 FOR ADDITIONAL EXCLUSIONS AND CLARIFICATIONS			
<b>LIST OF PLANS &amp; SPECIFICATIONS USED FOR GMP</b>			
<b>1</b>	<b>Document:</b>	<b>Prepared By:</b>	<b>Date:</b>
2	AEROSPACE PARKWAY WIDENING: PHASE 2 AEROSPACE PARKWAY <b>GMP3 SUBMITTAL FOR FINAL REVIEW (LOD400 Sheets)</b>	KITTELSON	01/25/18
3	AEROSPACE PARKWAY WIDENING: PHASE 2 AEROSPACE PARKWAY <b>GMP3 Bid Item List/Quantity Estimate</b>	KITTELSON	01/25/18
4			



CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#3 - CONSTRUCTION OF PHASE 2 (Aerospace Pkwy: Hoover Rd to Eastern Limits)

Dated: March 26, 2018

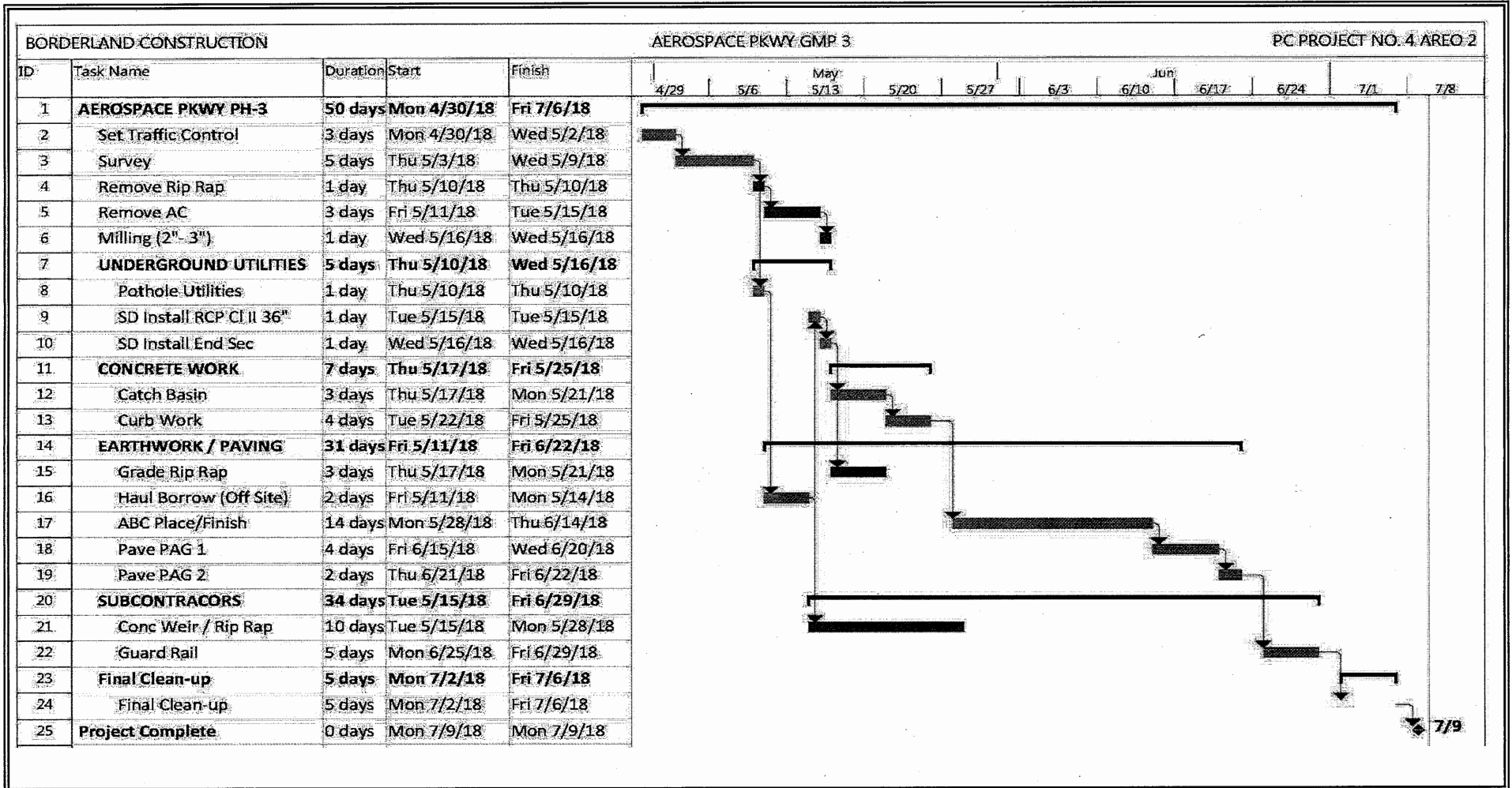
CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
1	<b>Clarification:</b> GMP#3 is intended to match the LOD400 plan sheets provided in Kittelson's 01/25/2018 plan submittal. Areas within the 01/25/2018 plans that are labeled as GMP 3 have been included in the GMP#3 cost proposal unless specifically noted below.
2	<b>Clarification:</b> GMP#3 includes the revised mass earthwork (onsite cut-to-fill and offsite borrow) from Eisenhower Road to the eastern project limits.
3	<b>Clarification:</b> GMP#3 includes underground utility improvements (Storm Drain) from Nogales Highway to the eastern project limits, as shown in sheets 92 of 203.
4	<b>Clarification:</b> GMP#3 includes drainage crossing improvements at pipe crossing numbers 300 - per the Kittelson 01/25/2018 plan submittal.
5	<b>Clarification:</b> Borderland has assumed all onsite excavated materials are suitable for roadway embankments, trench backfill, and borrow. If onsite materials from the Phase 2 project cannot be utilized, there will be additional costs for embankments, trench backfill, and offsite borrow (i.e. import) needed for the project.
6	<b>Clarification:</b> Borrow costs are based on the use of offsite source.
7	<b>Clarification:</b> Borderland has assumed onsite material will be suitable for trench backfill material (excluding bedding, shading) from 1' above pipe to subgrade.
8	<b>Clarification:</b> Item 4060510 - Bituminous Material Price Adjustment Allowance: This allowance is not applicable if paving occurs prior to September 30, 2018. If for some reason beyond our control paving takes place after September 30, 2018 asphalt market conditions may require an escalation in the unit cost for bituminous materials.
9	-- not used --
10	<b>Assumption:</b> Sales Tax Rate - Assumed City of Tucson rates for GMP #3 (New Rate of 8.7% effective 1/31/18).
11	-- not used --
12	<b>Exclusion:</b> Borderland has excluded all over excavation and/or compaction/replacement of onsite soils (other than typical subgrade preparation).
13	<b>Exclusion:</b> Borderland is excluding a contractor/owner job trailer for the GMP#3 project.
14	<b>Exclusion:</b> Borderland has not included any costs for QA/QC testing for the GMP#3 project

# Borderland

## CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

### ATTACHMENT #4 - ANTICIPATED CONSTRUCTION SCHEDULE GMP#3 - CONSTRUCTION OF PHASE 2 (Aerospace Pkwy: Hoover Rd to Eastern Limits)

Dated: March 26, 2018





CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #5 - CASH-FLOW FORECAST

GMP#3 - CONSTRUCTION OF PHASE 2 (Aerospace Pkwy: Hoover Rd to Eastern Limits)

Dated: March 26, 2018

Estimated Monthly Cash-Flow Forecast				
Major Work Items	FY17-18 Work			
	Work Performed: May-18	Work Performed: Jun-18	Work Performed: Jul-18	Work Performed: Aug-18
	To be Invoiced: Jun-18	To be Invoiced: Jul-18	To be Invoiced: Aug-18	To be Invoiced: Sep-18
Traffic Control	\$ 350,000.00			
Removals				
Milling				
Storm Drain				
Earthwork/Borrow				
Conc Weir/Rip Rap				
Vertical Curb				
ABC				
Pave PAG 1		\$ 658,000.00		
Pave PAG 2				
Guard Rail				
Cleanup/ Substantial Completion			\$ 24,812.15	
<b>Monthly Subtotals</b>	<b>\$ 350,000.00</b>	<b>\$ 658,000.00</b>	<b>\$ 24,812.15</b>	<b>\$ -</b>
<b>Total***</b>	<b>\$1,032,812.15</b>			
<i>*Forecast assumes start of construction on April 30, 2018 - assuming BOS approval pf GMP#3 package in April 2018.</i>				
<i>**Estimated amounts reflect anticipated installations/work completed by end of prior month</i>				
<i>***Forecast Total does NOT include unencumbered Owners Contingency amount of \$51,640.61</i>				

# Borderland

## CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

### ATTACHMENT #6 - SUBCONTRACTORS LIST

**GMP#3 - CONSTRUCTION OF PHASE 2 (Aerospace Pkwy: Hoover Rd to Eastern Limits)**

Dated: March 26, 2018

LIST OF ANTICIPATED SUBCONTRACTORS						
	Company	Scope of Work:	Selection Based on:	Anticipated Subcontractor Participation		
				SBE Status? (YES/NO)	Anticipated Subcontract Value	Anticipated % Participation
1	Rockridge Construction, Inc.	Rip Rap/ Shotcrete	Qualifications and Price	YES	\$ 32,900.00	3.19%
2	Hunter Guardrail	Handrail	Qualifications and Price	NO	\$ 11,200.00	1.08%
3	WLB Surveying	Survey	Qualifications and Price	NO	\$ 25,000.00	2.42%
5	-	-	-	-	-	-
<b>Anticipated Subcontractor Total Value</b>					<b>\$ 69,100.00</b>	<b>6.69%</b>
<b>Anticipated Self-Performance Total Value</b>					<b>\$ 963,712.15</b>	<b>93.31%</b>

ANTICIPATED SBE GOAL SUMMARY		
BORDERLAND GMP#3 AMOUNT	=	\$1,032,812.15
PIMA COUNTY SBE PARTICIPATION GOAL - GMP#3 (%)	=	2.00%
<b>PIMA COUNTY SBE PARTICIPATION GOAL - GMP#3 (\$)</b>	<b>=</b>	<b>\$20,656.24</b>
Anticipated SBE Participation Total <i>(see subcontractor table above)</i>	=	\$32,900.00
<b>Anticipated SBE Participation Total (%)</b>	<b>=</b>	<b>3.19%</b>
<b>SBE Participation Goal Anticipated to be Met (Yes/No)</b>	<b>=</b>	<b>YES</b>



**INCREASE CERTIFICATE**

Principal: **Borderland Construction Company, Inc.**  
400 E 38th Street  
Tucson, AZ 85713


Bond No. **106656604**  
License No.  
Amount of Bond: **\$4,052,440.50**  
Hereby increased to: **\$5,136,893.26**

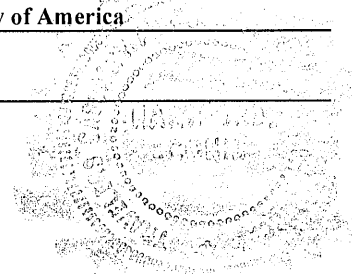
Obligee: **Pima County**  
130 W Congress Street  
Tucson, AZ 85701

As of March 28, 2018, the amount of the above described bond is increased from the sum of \$4,052,440.50 to the sum of \$5,136,893.26, but the liability of the Surety for any acts or defaults occurring before the effective date hereof shall in no event exceed the total sum of \$4,052,440.50, and the aggregate liability of the Surety for any acts or defaults, whenever committed, shall in no event exceed the total sum of \$5,136,893.26, it being the intent hereof to preclude cumulative liability. This certificate, when signed by the Principal shall become a part of the said bond.

Signed, sealed and dated March 28, 2018

Travelers Casualty and Surety Company of America

By   
Tina Marie Berger  
Attorney-in-Fact

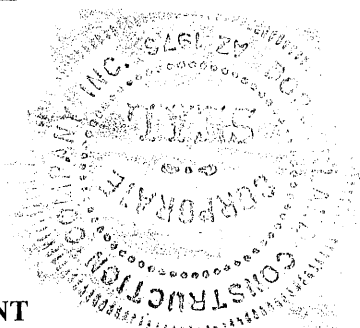


I hereby consent to the above increase.

Witness my hand and seal this 28<sup>th</sup> day of March, 2018

Borderland Construction Company, Inc.

  
\_\_\_\_\_  
Principal (Seal)



**INSTRUCTIONS TO AGENTS - IMPORTANT**

Do not deliver this certificate to the Obligee until it has been dated and signed by the Principal. One signed copy must be returned to the Surety.





POWER OF ATTORNEY

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

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

Attorney-In Fact No. 230030

Certificate No. 007240016

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

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

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of May, 2017.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 25th day of May, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

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

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

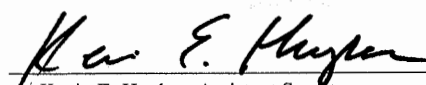
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28<sup>th</sup> day of March, 2018.

  
Kevin E. Hughes, Assistant Secretary



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