



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

Award Contract Grant

Requested Board Meeting Date: 11/21/17

or Procurement Director Award

* = Mandatory, information must be provided

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

Borderland Construction Company, Inc.

***Project Title/Description:**

Construction Manager At Risk Services For Old Nogales Interceptor / Aerospace Corridor / Park Avenue Sewer Augmentation - Project 3ASC15

***Purpose:**

Amendment: Contract No. CT-WW-16-208, Amendment No. Two (2). This amendment increases the contract amount from \$1,901,946.40 to \$15,803,951.66 and incorporates Guaranteed Maximum Price No 2 (GMP-2).
Administering Department: Regional Wastewater Reclamation.

This amendment pertains to project Phase 1/GMP-2 and provides for coordination of community relations prior to and during construction and for all construction activities for this phase. Due to limited subcontracting opportunities, no Small Business Enterprise (SBE) goal is established for GMP-2.

***Procurement Method:**

Pursuant to Solicitation For Qualifications No. 187502, on 02/16/2016, the Board of Supervisors awarded a contract for this project in the amount of \$576,735.21 for preconstruction services for a contract term of 02/16/2016 to 07/31/2020.

Amendment No. One (1) was approved by the Board of Supervisors to incorporate GMP-1 into the contract in the amount of \$1,325,211.19.

Attachment: Amendment No. Two (2).

***Program Goals/Predicted Outcomes:**

To complete construction of project Phase 1 (new Old Vail Road sewer) within the stated scope of work, under budget and on schedule.

***Public Benefit:**

Completion of project Phase 1 will provide sewer capacity to meet the flow requirements of the Old Vail Road tributary area.

***Metrics Available to Measure Performance:**

Weekly construction progress meetings, inspection reports and performance evaluations.

***Retroactive:**

No

To: COB - 10-31-17
pgs. 32

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: WW Contract Number (i.e., 15-123): 16-208
Amendment No.: Two (2) AMS Version No.: 10
Effective Date: 11/21/2017 New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ 13,902,005.26
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): _____
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: Keith E. Rogers
Department: Procurement Telephone: 724-3542
Department Director Signature/Date: _____ 10/19/17
Deputy County Administrator Signature/Date: _____ 10/23/17
County Administrator Signature/Date: _____ 10/25/17
(Required for Board Agenda/Addendum Items)

**PIMA COUNTY REGIONAL WASTEWATER
RECLAMATION DEPARTMENT**

PROJECT: Construction Manager At Risk Services
for Old Nogales Interceptor / Aerospace
Corridor / Park Avenue Sewer Augmen-
tation – Project 3ASC15

CONTRACTOR: Borderland Construction Company, Inc.
400 E 38th St
Tucson, AZ 85713

CONTRACT NO.: CT-WW-16-208

AMENDMENT NO.: Two (2)

FUNDING: Regional Wastewater Reclamation
Department Obligations

CONTRACT

NO. CT-WW-16-208
AMENDMENT NO. 02

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

CONTRACT TERM: 02/16/2016 - 07/31/2020	ORIGINAL CONTRACT AMOUNT:	\$	576,735.21
TERMINATION PRIOR AMENDMENT: 07/31/2020	PRIOR AMENDMENT(S):	\$	1,325,211.19
TERMINATION THIS AMENDMENT: 07/31/2020	AMOUNT THIS AMENDMENT:	\$	13,902,005.26
	REVISED CONTRACT AMOUNT:	\$	15,803,951.66

CONSTRUCTION CONTRACT AMENDMENT

WHEREAS, COUNTY and CONTRACTOR have entered into the Contract for the project referenced above; and

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

WHEREAS, construction of project Phase 3 is complete and construction of project Phase 1 shall be conducted while design of project Phase 2 continues; and

WHEREAS, GMP-2 shall pertain to project Phase 1; and

WHEREAS, COUNTY and CONTRACTOR, pursuant to Article 2, have agreed to incorporate Guaranteed Maximum Price-2 (GMP-2) into the contract for all Phase 1 activities, including coordination of community relations prior to and during construction and for all construction activities; and

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

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

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE 3 – PRECONSTRUCTION PHASE FEE AND GUARANTEED MAXIMUM PRICE

Insert after the second paragraph of Section B, incorporated in Contract Amendment No. One (1):

Guaranteed Maximum Price-2 (GMP-2) for all construction activities and coordination of community relations prior to the commencement of construction and during construction as identified in ATTACHMENT ONE (1) to APPENDIX "C" is Thirteen Million, Nine Hundred Two Thousand, Five Dollars and Twenty-six Cents (\$13,902,005.26). COUNTY reserves the right to negotiate the construction fee, overhead rate, and all other elements of future GMPs, if any.

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ADD: AS ATTACHMENT ONE (1) to APPENDIX "C"

ATTACHMENT ONE (1) to APPENDIX "C": Construction Manager at Risk (CMAR) Services for Old Nogales Interceptor / Aerospace Corridor / Park Avenue Sewer Augmentation - Project No. 3ASC15 GMP-2 Construction of Phase 1 Sewer, proposal dated October 11, 2017 (20 pages, attached).

This Amendment shall be effective on November 21, 2017.

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

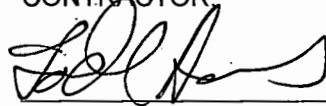
IN WITNESS WHEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:

Chair, Board of Supervisors

Date

CONTRACTOR:



Signature

TODD ADAMS VICE PRESIDENT
Name and Title (Please Print)

10-24-2017
Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


Deputy County Attorney

CHARLES WESSELHOFT

Printed Name

OCT 19 2017

Date

ATTACHMENT ONE (1) to APPENDIX "C"

Construction Manager at Risk (CMAR) Services for Old Nogales Interceptor / Aerospace Corridor / Park Avenue Sewer Augmentation - Project No. 3ASC15 GMP-2 Construction of Phase 1 Sewer, proposal dated October 11, 2017 (20 pages, attached).

Borderland

HEAVY ENGINEERING CONTRACTORS • CONSTRUCTION MANAGEMENT • CMAR

October 11, 2017

Francisco Duchicela, P.E. – CIP Project Manager
Pima County Regional Wastewater Reclamation Department
3355 N. Dodge Blvd.
Tucson, AZ 85716

RE: RWRD Project: Old Nogales Interceptor / Aerospace Corridor / Park Avenue Sewer Augmentation
RWRD Project No: 3ASC15
RWRD Contract No: CT-WW-16-208

SUBJECT: GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Road)
PROPOSAL & SUPPORTING EXHIBITS

Dear Mr. Duchicela,

In accordance with the Pre-construction Phase Services Contract for the above referenced project, we are pleased to submit our Guaranteed Maximum Price Proposal #2 (GMP #2). Attached to this cover letter you will find our GMP #2 Proposal Package dated October 6, 2017, for this Construction Manager at Risk (CMAR) project.

Borderland proposes to complete the work associated with GMP #2 for a not-to-exceed amount of **\$13,902,005.26**

The Borderland team wants to thank Pima County for the opportunity to provide our GMP proposal on this CMAR project. If you have any questions about this proposal, please contact me at (520) 623-0900.

Sincerely,



Todd Adams – Vice President
t.adams@borderland-inc.com
Borderland Construction Company, Inc.

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CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

GMP #2 - SUMMARY

Pima County Regional Wastewater Reclamation Department
 Old Nogales Interceptor/Aerospace Corridor/Park Avenue Sewer Augmentation
 PCRWRD Project Number: 3ASC15

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

CONSTRUCTION	AMOUNT
CONSTRUCTION COSTS:	
I. Cost of Construction	\$ 9,906,514.19
II. CMAR Contingency	\$ 297,195.43
SUBTOTAL <i>(Direct Construction Costs)</i>	\$ 10,203,709.62
INDIRECT CONSTRUCTION COSTS:	
III. General Conditions	\$ 878,103.78
IV. Overhead	\$ 1,045,015.00
V. Railroad Insurance	\$ 2,500.00
VI. General Liability Insurance	\$ 36,627.79
VII. Payment and Performance Bonds	\$ 84,572.64
SUBTOTAL <i>(Direct Cons. Cost + Gen Cond + Overhead + Insurance + Bonds)</i>	\$ 12,250,528.83
VIII. Construction Fee	\$ 606,341.42
SUBTOTAL <i>(Direct Cons. Cost + Gen Cond + Overhead + Insurance + Bonds + Fee)</i>	\$ 12,856,870.25
IX. Arizona Gross Receipts Tax	\$ 680,883.78
GUARANTEED MAXIMUM PRICE (GMP)	\$ 13,537,754.03
OTHER PROJECT COSTS:	
X. Owner's Contingency	\$ 364,251.23
TOTAL CONTRACT COST	\$ 13,902,005.26

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

Attachment #7 - Owners Contingency Worksheets



CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
1	I. COST OF CONSTRUCTION				
2	MOBILIZATION	LS	1	\$ 53,514.40	\$ 53,514.40
3	SWPPP	LS	1	\$ 91,245.69	\$ 91,245.69
4	CLEAR AND GRUB (LEAVE CHIP ONSITE)	ACRE	64	\$ 1,085.23	\$ 69,454.72
5	HAUL CHIP OFFSITE (AS-NEEDED)	ACRE	64	\$ 150.05	\$ 9,603.20
6	SPREAD CHIPS ONSITE (AS-NEEDED)	ACRE	64	\$ 76.60	\$ 4,902.40
7	SAGUARO CACTUS REMOVAL	EACH	6	\$ 1,500.00	\$ 9,000.00
8	8" SEWER (INSTALLATION)	LF	173	\$ 60.97	\$ 10,547.81
9	18" SEWER - (INSTALLATION PER RWRD BACKFILL SPECIFICATIONS)	LF	18706	\$ 107.62	\$ 2,013,139.72
10	30" SEWER (INSTALLATION)	LF	5400	\$ 135.35	\$ 730,890.00
11	36" SEWER - (INSTALLATION PER RWRD BACKFILL SPECIFICATIONS)	LF	9062	\$ 163.56	\$ 1,482,180.72
12	MATERIAL BUY (18", 30", 36" PVC PIPE)	LS	1	\$ 1,535,182.14	\$ 1,535,182.14
13	4' DIAMETER MANHOLE (MATERIAL + INSTALLATION)	EACH	38	\$ 25,304.01	\$ 961,552.38
14	5' DIAMETER MANHOLE (MATERIAL + INSTALLATION)	EACH	20	\$ 28,377.13	\$ 567,542.60
15	6' DIAMETER METERING MANHOLE (MATERIAL + INSTALLATION) (METER INSTALL BY PCRWRD)	EACH	2	\$ 75,173.95	\$ 150,347.90
16	6' DIAMETER MANHOLE (MATERIAL + INSTALLATION)	EACH	6	\$ 31,924.95	\$ 191,549.70
17	7' DIAMETER MANHOLE (MATERIAL + INSTALLATION)	EACH	1	\$ 46,673.95	\$ 46,673.95
18	JUNCTION STRUCTURE #1 7' DIAMETER (MATERIAL + INSTALLATION)	EACH	1	\$ 84,641.89	\$ 84,641.89
19	DIVERSION STRUCTURE #2 (MATERIAL + INSTALLATION)	EACH	1	\$ 106,258.93	\$ 106,258.93
20	JACK AND BORE 54" CASINGS AND INSTALL CARRIER PIPE	LF	80	\$ 1,756.00	\$ 140,480.00
21	UTILITY POTHOLING	EACH	20	\$ 763.24	\$ 15,264.80
22	CONCRETE MANHOLE COLLAR 212	EACH	62	\$ 575.00	\$ 35,650.00
23	CONCRETE MANHOLE COLLAR 211	EACH	7	\$ 475.00	\$ 3,325.00

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CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
24	BYPASS PUMPING OF EXISTING 18" ONI (3 WEEK BYPASS)	LS	1	\$ 55,000.00	\$ 55,000.00
25	FLOW THROUGH PLUGS (18") (DURING DA REVIEW/APPROVAL)	LS	1	\$ 10,000.00	\$ 10,000.00
26	REMOVE EXISTING SEWER MANHOLE 4707-31 AND COUPLE NEW PIPE	EACH	1	\$ 14,637.83	\$ 14,637.83
27	RAILROAD PROTECTION (FENCING)	LF	4800	\$ 3.35	\$ 16,080.00
28	UPRR FLAGGERS (AS-NEEDED)	DY	60	\$ 1,300.00	\$ 78,000.00
29	FILL 544+80 - 570+00 (Excavation)	CY	5501	\$ 10:20	\$ 56,110.20
30	ROAD REPLACEMENT STATION 536+85-537+05 2" AC 4" ABC	SY	22.2	\$ 114.10	\$ 2,533.02
31	ROAD REPLACEMENT COUNTRY CLUB DIRT (6" ABC)	EACH	1	\$ 1,308.83	\$ 1,308.83
32	ROAD REPLACEMENT STATION 257+00 DIRT (6" ABC)	EACH	1	\$ 1,308.83	\$ 1,308.83
33	ROAD REPLACEMENT SWAN ROAD 2" AC 6" ABC	SY	66	\$ 99.46	\$ 6,564.36
34	ROAD REPLACEMENT STATION 365+39-388+20 2" AC 4" ABC	SY	6093	\$ 17.16	\$ 104,555.88
35	HYDRO SEEDING	ACRE	62	\$ 3,023.63	\$ 187,465.06
36	STABILIZED SURFACE PER DTL 111	SY	10009	\$ 13.26	\$ 132,719.34
37	REMOVE AND REINSTALL SIGNS W/NEW BASE	EACH	3	\$ 325.00	\$ 975.00
38	REMOVE AND REPLACE FENCE 528+40 - 537+00	LF	860	\$ 23.00	\$ 19,780.00
39	REMOVE AND REPLACE FENCE 546+00 - 549+00	LF	300	\$ 23.00	\$ 6,900.00
40	REMOVE AND REPLACE BARB WIRE FENCE 159+50, 206+30, 258+80-285+80, 313+00 - 362+00	LF	7710	\$ 10.00	\$ 77,100.00
41	TRAFFIC CONTROL	AL	1	\$ 142,000.00	\$ 142,000.00
42	PUBLIC RELATIONS	LS	1	\$ 54,755.00	\$ 54,755.00
43	SURVEYING AND AS-BUILTS	LS	1	\$ 150,000.00	\$ 150,000.00
44	SURVEY MONUMENTS	EACH	3	\$ 431.80	\$ 1,295.40
45	COMPACTION / CONCRETE TESTING	AL	1	\$ 123,494.00	\$ 123,494.00

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CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
46	CLEAN UP RIGHT OF WAY	LF	32771	\$ 1.75	\$ 57,349.25
47	WILDCAT DUMPING AND DEBRIS REMOVAL	LOAD	50	\$ 816.24	\$ 40,812.00
48	CONSTRUCTION WATER	MGAL	33664	\$ 6.41	\$ 215,786.24
49	PERMIT ALLOWANCE (PC/COT ROW, NOI, DUST)	AL	1	\$ 27,036.00	\$ 27,036.00
50	PERMIT ALLOWANCE (UPRR RIGHT OF ENTRY)	AL	1	\$ 10,000.00	\$ 10,000.00
51					
52	COST OF CONSTRUCTION - LINE ITEMS SUBTOTAL				\$ 9,906,514.19
53	II. CMAR CONTINGENCY (3% of LINE ITEM SUBTOTAL)	LS	1	\$ 297,195.43	\$ 297,195.43
54	SUBTOTAL A. (DIRECT CONSTRUCTION COSTS)				\$ 10,203,709.62
55	INDIRECT CONSTRUCTION COSTS				
56	III. GENERAL CONDITIONS				
57	PROJECT DIRECTOR 10%	WK	8	\$ 4,600.00	\$ 36,800.00
58	PROJECT MANAGER	WK	74	\$ 3,375.00	\$ 249,750.00
59	FIELD ENGINEER	WK	74	\$ 2,637.60	\$ 195,182.40
60	SUPERINTENDENT	WK	74	\$ 2,907.56	\$ 215,159.44
61	DRINKING WATER	WK	74	\$ 150.00	\$ 11,100.00
62	PORTABLE RESTROOMS (6 EA)	MO	17	\$ 480.00	\$ 8,160.00
63	SMALL TOOLS	WK	74	\$ 600.00	\$ 44,400.00
64	LAND RENTAL	MO	17	\$ 1,000.00	\$ 17,000.00
65	TEMPORARY FENCE FOR YARD	MO	17	\$ 681.00	\$ 11,577.00
66	PROJECT PHOTOGRAPHY BEFORE/AFTER	MO	17	\$ 215.00	\$ 3,655.00
67	CONSTRUCTION FIELD OFFICE	MO	17	\$ 3,668.82	\$ 62,369.94
68	FIELD OFFICE SUPPLIES/REPROGRAPHICS	MO	17	\$ 350.00	\$ 5,950.00
69	TRASH DUMPSTER	MO	17	\$ 700.00	\$ 11,900.00
70	STORAGE CONTAINER	MO	17	\$ 300.00	\$ 5,100.00
71					\$ -
72	SUBTOTAL B. (III. GENERAL CONDITIONS)				\$ 878,103.78
73	SUBTOTAL C. (DIRECT COSTS + GENERAL CONDITIONS)				\$ 11,081,813.40
74	IV. CMAR OVERHEAD (9.43% of Subtotal C)	LS	1	\$ 1,045,015.00	\$ 1,045,015.00
75	SUBTOTAL D. (DIRECT COSTS + GENERAL CONDITIONS + OVERHEAD)				\$ 12,126,828.40

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CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
76	VIII. CONSTRUCTION FEE (5% of Subtotal D)	LS	1	\$ 606,341.42	\$ 606,341.42
77	V. RAILROAD INSURANCE	LS	1	\$ 2,500.00	\$ 2,500.00
78	VI. GENERAL LIABILITY INSURANCE (0.2876% of Subtotal D + V + VIII)	LS	1	\$ 36,627.79	\$ 36,627.79
79	VII. PAYMENT AND PERFORMANCE BONDS	LS	1	\$ 84,572.64	\$ 84,572.64
80	SUBTOTAL E. (SUBTOTAL D + V + VI + VII + VIII)				\$ 12,856,870.25
81	IX.a. CITY OF TUCSON SALES TAX* (City of Tucson = 8.6% at 65% of 81.9% of Subtotal E)	LS	1	\$ 588,614.52	\$ 588,614.52
82	IX.b. PIMA COUNTY SALES TAX* (Pima County = 6.1% at 65% of 18.1% of Subtotal E)	LS	1	\$ 92,269.26	\$ 92,269.26
83	IX. SALES TAX SUBTOTAL (IX.a. + IX.b.)				\$ 680,883.78
84	GUARANTEED MAXIMUM PRICE (GMP)				\$ 13,537,754.03
85	X. OWNER'S CONTINGENCY				
86	UNFORESEEN CONDITIONS	LS	1	\$ 200,000.00	\$ 200,000.00
87	UPRR ROW REQUIREMENT - 6" LIFTS FOR TRENCH BACKFILL**	LS	1	\$ 150,000.00	\$ 150,000.00
88	MISCELLANEOUS RIP RAP **	LS	1	\$ 14,251.23	\$ 14,251.23
89	SUBTOTAL F. (OWNER'S CONTINGENCY)				\$ 364,251.23
90	TOTAL CONTRACT COST				\$ 13,902,005.26

*See "ATTACHMENT 8" for Sales Tax Ratio Calculator

**See "ATTACHMENT 7" for Owner's Contingency Calculator



CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #2 - SCOPE OF WORK

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

BRIEF DESCRIPTION OF WORK:			
New 18"-36" sewer line in Old-Vail Connection Road (between Nogales Highway/Aerospace Parkway intersection and Wilmot Road), including new manholes, new diversion structure, new junction structure, and roadway repairs			
LIST OF PLANS & SPECIFICATIONS USED FOR GMP			
	Document:	Prepared By:	Date:
1	Old Nogales Interceptor/Aerospace Corridor and Park Avenue Relief Sewer Augmentation Design Phase 1 - 99% Plans	Westland Resources/ Dibble Engineering	09/01/17
2	Old Nogales Interceptor/Aerospace Corridor and Park Avenue Relief Sewer Augmentation Design Phase 1 - REVISED SHEETS 23-28, and 61 of 65 <i>(realignment to eliminate berm - Sta.548+00 to Sta.592+00)</i>	Westland Resources/ Dibble Engineering	09/29/17
3	PCRWRD Engineering Design Standards 2016 (EDS 2016)	Pima County Regional Wastewater Reclamation Dept.	2016
4	PCRWRD Standard Specifications and Details for Construction 2016 (SSDC 2016)	Pima County Regional Wastewater Reclamation Dept.	2016
5	Standard Specifications for Public Improvements Volume 1	Pima Association of Governments (PAG)	2014
6	Standard Specifications for Public Improvements Volume 2 (Standard Details)	Pima Association of Governments (PAG)	2014
7			
8			
9			
10			



CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
1	Clarification: Since this GMP is being provided in advance of final/sealed construction plans/documents, this list of Clarifications, Assumptions, and Exclusions is intended to take precedence over any preliminary (99%) special provisions, specifications, and/or plan notations.
2	Clarification: No Special Provisions have been provided/included for the construction of the Phase 1 project.
3	Clarification: The Phase 1 project is located partially within unincorporated Pima County and partially within the City of Tucson. As such, our anticipated sales tax amount has been prorated based on the linear footage of sewer line located within each jurisdictional boundary. See "GMP - Attachment #8" for a breakdown our sales tax ratio calculations.
4	Clarification: All new 36" pipe has been priced to be installed as PVC pipe (SDR 26).
5	Clarification: All new 30" pipe has been priced to be installed as PVC pipe (SDR 35).
6	Clarification: All new 18" pipe has been priced to be installed as PVC pipe (SDR 35).
7	Clarification: All new manholes have been priced to be installed as Armorock with boot connections.
8	Clarification: Junction Structure #1 and Diversion Structure #2 have been priced to be installed as cast-in-place concrete bases with Armorock polymer shafts.
9	Clarification: PVC and Armorock material prices (quoted by suppliers/manufacturers) are only valid if the full Phase 1 material order is placed before December 15, 2017 with deliveries beginning January 15, 2018.
10	Clarification: All new inline manholes on 18" sewer will be 4' diameter
11	Clarification: All new deflection manholes on 18" sewer will be 5' diameter
12	Clarification: All new inline manholes on 30" and 36" sewer lines will be 5' diameter
13	Clarification: All new deflection manholes on 30" and 36" sewer lines will be 6' diameter
14	Clarification: New manhole #25 on 30"-36" sewer lines will be 7' diameter
15	Clarification: Clearing and grubbing area includes an approximate 100' wide swath from Sta.500+00 to Sta.591+81, an approximate 80' wide swath from Sta.148+62 to Sta.365+39, and an approximate 60' wide swath from Sta.148+62 to Sta.365+39. These ranges represent an estimated disturbed area of 64 acres for the overall project.
16	Clarification: Any existing invasive species within the project area are assumed to be removed as part of clear/grub operations, chipped onsite, and hauled/disposed of off project. A line-item option has also been provided in case it is preferred that the chips be spread across disturbed areas of the project (not hauled off).
17	Clarification: Limits/areas requiring hydroseeding were assumed to be the overall clear/grub acreage (64 acres) less the area of stabilized surface (2 acres) - approximately 62 acres
18	Clarification: To ensure casing accuracy, GMP#2 includes the use of a guided boring head or pilot tube system for the proposed casing borings



CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
19	Clarification: Due to the proximity of the new sewer alignment relative to the existing Old Vail Road roadway surface, the existing roadway between Sta.362+00 and Sta.388+21 will need be closed to through traffic for approximately 2 months. Interim access for emergency vehicles, inspection staff, etc. will be maintained as part of the daily construction activities.
20	Clarification: Within the UPRR R/W, a temporary field fence (per 99% plan detail) will be installed and offset 35' from UPRR track centerline (to ensure there are no encroachments that require UPRR flaggers, etc.). The fence is intended as a visual delineation for field crews and inspection staff.
21	Clarification: Indirect costs for Project Manager, Project Engineer, and Superintendent were calculated based on a 17 month construction duration. Should the construction schedule be accelerated by the doubling of resources, the same total budget amounts may still be required as the two field operations over 8.5 months will require similar resource commitments as one field operation over 17 months.
22	Clarification: Traffic control is an allowance item and will be billed based on actual vendor invoice plus applicable markups.
23	Clarification: Should UPRR require backfill placed in a maximum of 6" Uniform Layers" (i.e. not consistent with PCRWRD standards), we have included an as-needed line-item allowance
24	Clarification: Detail 1 on sheet 59 indicates that a foundation may be required per PCRWRD standard detail 104. Our GMP does not include any engineered foundation other than compacted native soil.
25	Clarification: Manhole coating specification includes the application of Raven 405 corrosion resistant manhole coating in accordance with 2016 PCRWRD Technical Specifications. Surface prep, 188 mils DFT of Raven 405, Warranty by SW Environmental, Inc.,
26	Clarification: GMP includes 2" AC on 4" ABC roadway replacement along existing chip sealed Old Vail Connection Road (Station 365+50 to 389+00)
27	Clarification: Per PCRWRD direction, we have assigned Owner Contingency Unforeseen Conditions at an amount of \$200,000 and Contractor's Contingency at a rate of 3% (of direct costs). These amounts represent a reduction from our initial estimate of project risk of 5% for Contractor Contingency (applied to direct cost) and 5% for Owners Contingency (applied to total GMP).
28	Clarification: Per PCRWRD direction, metering manhole materials/equipment (as indicated in the 99% plans) will be purchased and provided as part of Construction Cost Line Item #15. Borderland will install all items with the exception of the flow meter - which will be installed by PCRWRD.



CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK	
29	Clarification: Per PCRWRD coordination, the stabilized surfaces from Sta.544+75 to Sta.554+25 and Sta.556+30 to 592+21 will include cement treated soil, per PCRWRD standard detail 111. All other minor stabilized surface areas will be compacted Aggregate Base Course (ABC) in lieu of cement treated soil.
30	Clarification: Per PCRWRD direction, we have lowered the estimated budget for the "UPRR ROW REQUIREMENT - 6" LIFTS FOR TRENCH BACKFILL" line item to \$150,000. Our initial total budget estimate for this unique backfill requirement was \$287,658.36 (this amount is in addition to our standard efforts associated with PCRWRD specifications for trench backfill). If the UPRR 6" lift requirement is implemented, the assigned \$150,000 budget will only partially cover the additional backfilling efforts - it will not be a sufficient budget amount for the full 4,700 LF of trench in the UPRR ROW. We have included our initial budget estimate for this work in Attachment #7 for future reference, if/when needed.
31	Assumption: This Phase 1 GMP anticipates construction starting at Existing MH#4707-31 (near Sta. 500+00) and proceeding upstream in a traditional construction sequence for approximately 4,700 LF within the Union Pacific Railroad's (UPRR) existing right-of-way (ROW). It is understood that the sewer alignment approval and construction permitting through UPRR's ROW will be approved prior to January 2018 - in order to begin construction. This GMP does NOT include any provisions for out-of-sequence construction (or other considerations) if the UPRR approvals are not obtained by January 2018.
32	Assumption: Construction phasing, and resulting construction costs, are dependent on partial Discharge Authorization approval for Junction Structure #1.
33	Assumption: Since UPRR alignment/easement/license approval is being coordinated through Pima County and the design team, it is assumed typical contractor right-of-entry fees to access UPRR ROW will not exceed \$10,000 – it is assumed all other UPRR fees/permitting conditions will be accounted for in the master encroachment agreement between UPRR and PCRWRD.
34	Assumption: While UPRR access/construction approval is being coordinated through Pima County and the design team, this GMP assumes the need for Borderland to potentially obtain UPRR flaggers during construction of the new sewer line located in UPRR's ROW. Based on previous UPRR projects, Borderland has assumed the cost of UPRR flaggers at \$1,300 per day for 30 days.
35	Assumption: The required trench excavation between Sta.500+00 and Sta.547+00 is not considered "Zone A" or "Zone B" by UPRR. As such, our costs for trenching within the UPRR R/W are based on the use of conventional shoring boxes - i.e. specialized shoring systems have not been accounted for.



CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
36	Assumption: GMP is based on using native onsite material (without screening) for backfill of all sewer trenches, manholes, etc. - including within the limits of the UPRR ROW and Old Vail Connection Road. No cost provisions have been made for unsuitable native materials and/or borrow/import backfill (other than required pipe bedding and shading).
37	Assumption: Sewer sand bedding requirements will meet Pima County's current standard specification of 6" below pipe, 12" on both sides of pipe, and 12" above pipe.
38	Assumption: 4 weeks of flow management costs are accounted for in this GMP (at Junction Structure #1). This includes 2 weeks for construction and 2 weeks for PCRWRD/DEQ DA authorization.
39	Assumption: SWPPP to be provided by Westland as part of final plans - Installation of BMP's included in this GMP (but no costs included in GMP for the preparation of SWPPP)
40	Assumption: It is anticipated that the Phase 1 project will generate approximately 25,000 CY of trench spoil that will need to be wasted/hailed offsite. For the purpose of this GMP, Borderland assumed the excess material will be hauled off and disposed of at an approved location (TBD) within 5 miles of the Old Vail Road/Country Club Road intersection. Additional trucking costs may be required if the actual haul distance exceeds 5 miles.
41	Assumption: The plans show our terminus connection at a blockout within "Existing MH#64" adjacent to the existing State Prison Lift Station (Sta.388+43.44). At the time of this GMP preparation, PCRWRD project No. G-2015-048 had not yet started and/or constructed MH#64. It is assumed the manhole and block-out shown in the plans will be constructed by separate project/contract in advance of the Phase 1 sewer line needing to connect.
42	Assumption: There is significant wildcat dumping of household trash and miscellaneous debris along the approximately 5.5 mile long Old Vail Connection Road alignment. It was assumed that existing trash/debris within the Phase 1 footprint/limits of disturbance will need to be gathered and disposed of. For the purpose of our GMP, we have assumed 50 loads of trash will be required to be hauled off to the landfill with the corresponding disposal fees.
43	Assumption: All 404 permitting requirements have been resolved by PCRWRD and the design team prior to construction. For the purpose of this GMP, no special considerations have been made for crossing existing washes - it has been assumed that open trenching at all wash crossings is allowed (i.e. limits of impact do not exceed 404 permitting requirements)
44	Assumption: Open cut across 350 cfs Wash at Sta.510+50± is allowed (i.e. limits of impact do not exceed 404 permitting requirements)
45	Assumption: Open cut across 262 cfs Wash at Sta.574+50± is allowed (i.e. limits of impact do not exceed 404 permitting requirements)
46	Assumption: Open cut along 1020 cfs Wash Sta.186+00± to Sta.191+00± is allowed (i.e. limits of impact do not exceed 404 permitting requirements)



CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
47	Assumption: Open cut along 214 cfs Wash Sta.205+50± to Sta.211+00± is allowed (i.e. limits of impact do not exceed 404 permitting requirements)
48	Assumption: Open cut across 1906 cfs Hughes Wash #2 Sta.263+00± to Sta.268+00± is allowed (i.e. limits of impact do not exceed 404 permitting requirements)
49	Assumption: Open cut across 1038 cfs Hughes Wash #3 Sta.297+00± to Sta.299+00± is allowed (i.e. limits of impact do not exceed 404 permitting requirements)
50	Assumption: Open cut across 421 cfs Wash Sta.383+50± to Sta.385+00± is allowed (i.e. limits of impact do not exceed 404 permitting requirements)
51	
52	Exclusion: GMP excludes the cost of new bio filters and stubs
53	Exclusion: GMP excludes the relocation of all existing utilities
54	Exclusion: GMP excludes the cost of removing/handling hazardous materials
55	Exclusion: Per direction received from the Pima County Procurement Department, this Phase 1 GMP does not include any SBE utilization goals/requirements.
56	Exclusion: GMP does not include any PCRWRD 2.5% inspection fees.
57	Exclusion: GMP does not include costs related to Construction Authorization and/or Discharge Authorization applications/fees
58	Exclusion: This GMP does not include any expedited review fees for DEQ. We expect that all parties will coordinate together to ensure the necessary approvals are met per the schedule.
59	Exclusion: GMP excludes all costs for plant/tree/cacti (except for 6 saguaros) salvage or transplanting. If needed, NPPO remediation has been provided as an Owner's Contingency line item for the sole use of PCRWRD.
60	Exclusion: GMP does not include cost of Berm/Weir/Bank Protection shown in initial 99% plans - These improvements have been replaced with a realignment of the sewer line.
61	Exclusion: GMP excludes all costs associated with cultural resources/archaeological monitoring.
62	Exclusion: GMP does not include cost for mechanical plugs at every inlet/outlet of each new manhole.
63	Exclusion: GMP does not include any costs for removal/decommissioning of the existing state prison lift station. It is our understanding that removal activities will occur as part of a separate project/contract.
64	Exclusion: Slurry backfill costs were not included anywhere in the trench backfill for Phase 1.
65	Exclusion: GMP does not include any roadway replacement/repair/reconstruction/improvements along Old Vail Connection Road (Station 148+62 to 365+39)
66	Exclusion: Station 349+00 to 366+00 – Granite Pit - Our GMP does not include any cost to cut and fill the slope adjacent to the Granite pit.

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
67	Exclusion: GMP does not include cost for potential NPPO/riparian area offsite mitigation nor does it include an "in-lieu" fee.
68	Exclusion: No cost and/or permitting accommodations have been included for the potential to encounter buried trash along the abandoned landfill limits near Sta.555+00 through Sta.564+00.
69	Exclusion: Bypass includes tarping the discharge for odor control only - any additional/separate odor control mitigation is NOT included in our GMP
70	Exclusion: No Cathodic Protection on boring casing under Aerospace Parkway
71	Exclusion: No bypass of prison sewage was figured per PCRWRD direction.

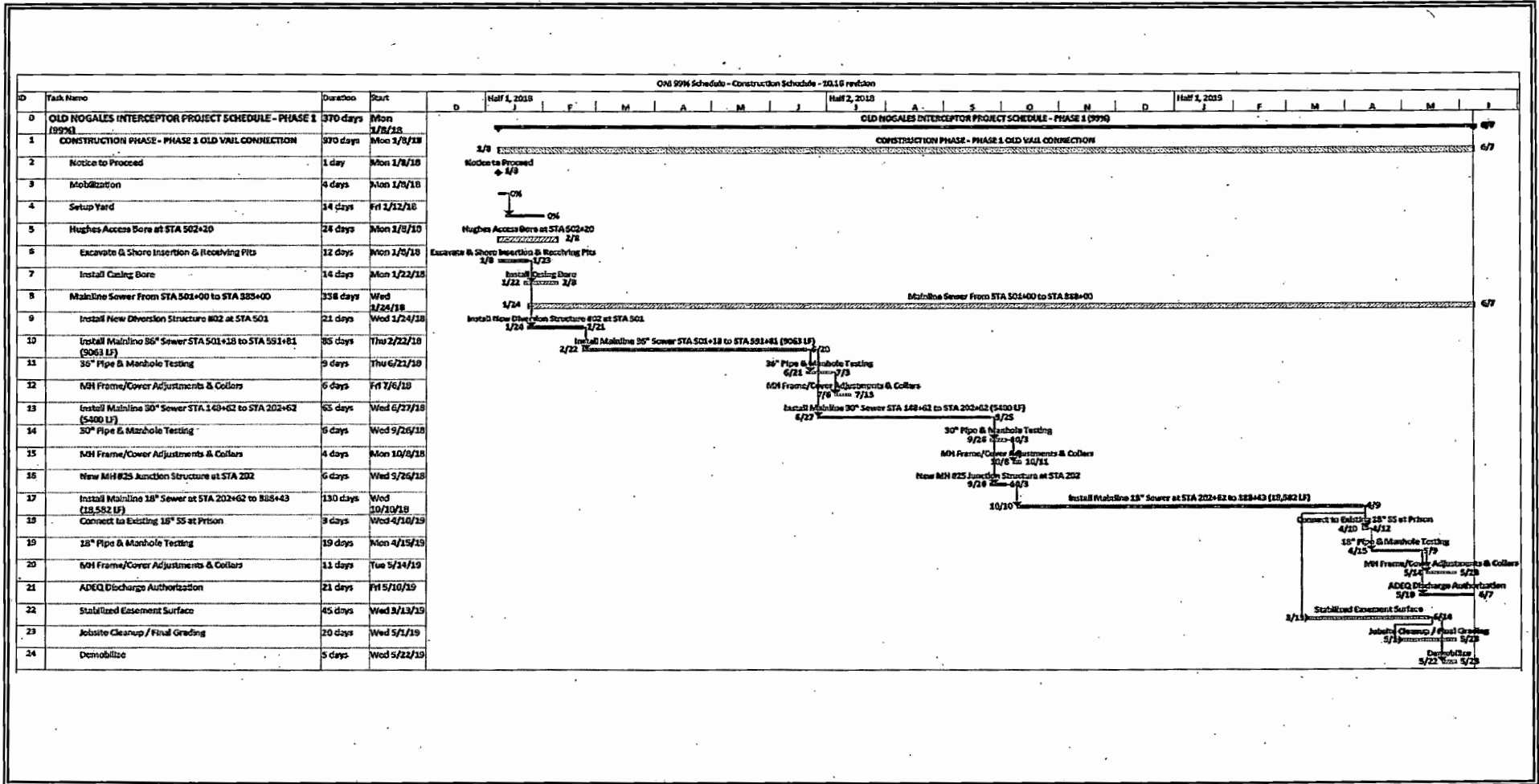
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CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #4 - ANTICIPATED CONSTRUCTION SCHEDULE

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017



Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #5 - CASH-FLOW FORECAST

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

Estimated Monthly Cash-Flow Forecast*																	
Major Work Items	FY17-18 Work							FY18-19 Work									
	Work Performed:	Jan-18**	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19
	To be Invoiced:	Feb-18**	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19
Mobilize/Setup Yard	\$ 26,000																
Purchase Materials (Order prior to Dec 15, 2017)	\$ 1,350,000				\$ 750,000			\$ 375,000		\$ 350,000							
Hughes Access Bore	\$ 175,000																
Junction Structure #1	\$ 240,000																
Diversion Structure #2	\$ 240,000																
Install 36" Sewer/Manholes		\$ 900,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 900,000									
Install 30" Sewer/Manholes							\$ 200,000	\$ 300,000	\$ 600,000	\$ 225,000							
Install 18" Sewer/Manholes										\$ 356,849	\$ 356,849	\$ 356,849	\$ 356,849	\$ 356,849	\$ 356,849	\$ 356,849	\$ 356,849
Final Completion/Demobilization																	\$ 51,962
Monthly Subtotals	\$ 2,031,000	\$ 900,000	\$ 1,000,000	\$ 1,750,000	\$ 1,000,000	\$ 1,200,000	\$ 1,575,000	\$ 600,000	\$ 931,849	\$ 356,849	\$ 356,849	\$ 356,849	\$ 356,849	\$ 356,849	\$ 356,849	\$ 356,849	\$ 408,811
FY Subtotals						\$7,881,000.00							\$5,656,754.03				
Project Total***																	\$13,537,754.03

*Estimated amounts reflect anticipated installations/work completed by months end

**Forecast assumes start of construction in mid January-18

***Forecast Total does NOT include unencumbered Owners Contingency amount of \$364,251.23



CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #6 - SUBCONTRACTORS LIST

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

LIST OF ANTICIPATED SUBCONTRACTORS			
	Company	Scope of Work	Selection Based on
1	B&F	Sewer Installation/Bypass Pumping	Team Member - Original Selection
2	Kaneen	Public Relations	Team Member - Design Phase
3	DOWL HKM	Construction Survey & Asbuilts	Qualifications/Competitive Pricing
4	ATL-CMT	Quality Control/Materials Testing	Qualifications/Competitive Pricing
5	Trafficade	Traffic Control/Signage	Qualifications/Competitive Pricing
6	Gonzalez Boring & Tunneling	Boring	Qualifications/Competitive Pricing
7	Custom Saw Cuts	Stabilized Surface	Qualifications
8			
9			
10			

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CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #7 - OWNERS CONTINGENCY WORKSHEETS

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

UPRR ROW REQUIREMENT - 6" LIFTS FOR TRENCH BACKFILL					
Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
1	I. COST OF CONSTRUCTION				
2	UPRR ROW - 6" LIFTS FOR TRENCH BACKFILL	LF	4700	\$ 48.10	\$ 226,070.00
3					\$ -
4					\$ -
5	COST OF CONSTRUCTION - LINE ITEMS SUBTOTAL				\$ 226,070.00
6	II. CMAR CONTINGENCY (3% of LINE ITEM SUBTOTAL)	LS	1	\$ 6,782.10	\$ 6,782.10
7	SUBTOTAL A. (DIRECT CONSTRUCTION COSTS)				\$ 232,852.10
8	INDIRECT CONSTRUCTION COSTS				
9	III. GENERAL CONDITIONS				
10					\$ -
11	SUBTOTAL B. (III. GENERAL CONDITIONS)				\$ -
12	SUBTOTAL C. (DIRECT COSTS + GENERAL CONDITIONS)				\$ 232,852.10
13	IV. CMAR OVERHEAD (9.43% of Subtotal C)	LS	1	\$ 21,957.95	\$ 21,957.95
14	SUBTOTAL D. (DIRECT COSTS + GENERAL CONDITIONS + OVERHEAD)				\$ 254,810.05
15	VIII. CONSTRUCTION FEE (3% of Subtotal D)	LS	1	\$ 7,644.30	\$ 7,644.30
16	VI. GENERAL LIABILITY INSURANCE (0.2876% of Subtotal D + VIII)	LS	1	\$ 754.82	\$ 754.82
17	VII. PAYMENT AND PERFORMANCE BONDS	LS	1	\$ 2,489.22	\$ 2,489.22
18	SUBTOTAL E. (SUBTOTAL D + V + VI + VII + VIII)				\$ 265,698.39
19	IX. SALES TAX (City of Tucson 8.1% at 65% of Subtotal E)	LS	1	\$ 13,989.02	\$ 13,989.02
20	GUARANTEED MAXIMUM PRICE (GMP)				\$ 279,687.41
21	X. OWNER'S CONTINGENCY				
22	UNFORESEEN CONDITIONS (3% of GMP)	LS	1	\$ 7,970.95	\$ 7,970.95
23	SUBTOTAL F. (OWNER'S CONTINGENCY)				\$ 7,970.95
24	TOTAL UPRR ROW REQUIREMENT - 6" LIFTS FOR TRENCH BACKFILL				\$ 287,658.36

PER PCRWRD DIRECTION - THIS CONTINGENCY LINE ITEM WILL BE LIMITED TO \$150,000 FOR GMP#2.

Quantity, Unit Price, and resulting GMP calculations provided for future reference, if/when needed.

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #7 - OWNERS CONTINGENCY WORKSHEETS

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

MISCELLANEOUS RIP RAP					
Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
1	I. COST OF CONSTRUCTION				
2	18" THICK RIPRAP D50 =12" (544+80 - 570+00)	SF	1600	\$ 7.00	\$ 11,200.00
3					\$ -
4					\$ -
5	COST OF CONSTRUCTION - LINE ITEMS SUBTOTAL				\$ 11,200.00
6	II. CMAR CONTINGENCY (3% of LINE ITEM SUBTOTAL)	LS	1	\$ 336.00	\$ 336.00
7	SUBTOTAL A. (DIRECT CONSTRUCTION COSTS)				\$ 11,536.00
8	INDIRECT CONSTRUCTION COSTS				
9	III. GENERAL CONDITIONS				
10					\$ -
11	SUBTOTAL B. (III. GENERAL CONDITIONS)				\$ -
12	SUBTOTAL C. (DIRECT COSTS + GENERAL CONDITIONS)				\$ 11,536.00
13	IV. CMAR OVERHEAD (9.43% of Subtotal C)	LS	1	\$ 1,087.84	\$ 1,087.84
14	SUBTOTAL D. (DIRECT COSTS + GENERAL CONDITIONS + OVERHEAD)				\$ 12,623.84
15	VIII. CONSTRUCTION FEE (3% of Subtotal D)	LS	1	\$ 378.72	\$ 378.72
16	VI. GENERAL LIABILITY INSURANCE (0.2876% of Subtotal D + VIII)	LS	1	\$ 37.40	\$ 37.40
17	VII. PAYMENT AND PERFORMANCE BONDS	LS	1	\$ 123.32	\$ 123.32
18	SUBTOTAL E. (SUBTOTAL D + V + VI + VII + VIII)				\$ 13,163.28
19	IX. SALES TAX (City of Tucson 8.1% at 65% of Subtotal E)	LS	1	\$ 693.05	\$ 693.05
20	GUARANTEED MAXIMUM PRICE (GMP)				\$ 13,856.33
21	X. OWNER'S CONTINGENCY				
22	UNFORESEEN CONDITIONS (3% of GMP)	LS	1	\$ 394.90	\$ 394.90
23	SUBTOTAL F. (OWNER'S CONTINGENCY)				\$ 394.90
24	TOTAL MISCELLANEOUS RIP RAP				\$ 14,251.23

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CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #8 - SALES TAX RATIO CALCULATOR

GMP#2 - CONSTRUCTION OF PHASE 1 SEWER (Old Vail Connection Rd)

Updated: October 11, 2017

SEGMENT	BEGIN STATION	END STATION	LENGTH	JURISDICTION	NOTES
1	500+00.00	547+00.00	4,700.00	PIMA COUNTY	UPRR R/W
2	547+00.00	591+81.63	4,481.63	CITY OF TUCSON	Station Equation
3	148+62.23	349+50.00	20,087.77	CITY OF TUCSON	
4	349+50.00	362+50.00	1,300.00	PIMA COUNTY	TAA west of Wilmot
5	362+50.00	388+21.11	2,571.11	CITY OF TUCSON	
TOTAL PHASE 1 LENGTH			33,140.51		

JURISDICTION	LENGTH	% of TOTAL LENGTH*
PIMA COUNTY	6,000.00	18.10%
CITY OF TUCSON	27,140.51	81.90%

*USE SAME PERCENTAGES TO CALCULATE SALES TAX

End of Attachment One (1) to Appendix C



INCREASE CERTIFICATE

Principal: Borderland Construction Company, Inc.

Bond No. 106656606
License No.
Amount of Bond: \$1,325,211.19
Hereby increased to: \$15,227,216.45

Obligee: Pima County
130 W Congress, 3rd Floor
Tucson, AZ 85701

As of November 21, 2017, the amount of the above described bond is increased from the sum of \$1,325,211.19 to the sum of \$15,227,216.45, 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 \$1,325,211.19, and the aggregate liability of the Surety for any acts or defaults, whenever committed, shall in no event exceed the total sum of \$15,227,216.45, 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 October 23, 2017

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 24 day of November, 2017

Borderland Construction Company, Inc.

Jed Aus (Seal)
Principal

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. 007239928

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 23rd day of October, 2017.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
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. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2017

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

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

PRODUCER 480-620-7490 480-659-4315 Carstin Insurance Partners, LLC 20 E. White Mountain Blvd A5 Box 301 Lakeside, AZ 85929	CONTACT NAME: Carstin Insurance Partners, LLC
	PHONE (A/C, No, Ext): 480-620-7490 FAX (A/C, No): 480-659-4315 E-MAIL ADDRESS: Steve@carstininsurance.com
INSURED 520-623-0900 Borderland Construction Company, Inc. 400 E. 38th Street Tucson, AZ 85048	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Allied World National Assurance Co. 10690
	INSURER B: Hartford Insurance Company 37478
	INSURER C: Twin City Fire Insurance 14974
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AWAC 0308-6588	11/01/17	11/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefit \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	59 CSE QU1021	11/01/17	11/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AWAC 0309-8309	11/01/17	11/01/18	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	59 WN QU1020	11/01/17	11/01/18	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	59 UUM AM4514	11-01-17	11-01-18	Per Form

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Pima County and its officers, officials and employees are named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor as regards the General, Automobile, and Umbrella Liability. Waiver of Subrogation in favor of Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees, as regards the General, Automobile, Umbrella, and Workers Compensation policies when required by written contract. Thirty (30) days written notice of cancellation, ten (10) days for non-payment of premium is provided to Pima County for General Liability, Auto Liability and Worker's Compensation.
 Project: CONSTRUCTION MANAGER AT RISK SERVICES FOR OLD NOGALES INTERCEPTOR / AEROSPACE CORRIDOR / PARK AVENUE SEWER AGUMENTATION PROJECT 3ASC15

CERTIFICATE HOLDER

Pima County Procurement
 Design & Construction Division
 130 W. Congress 3rd Floor
 DT - AB3 - 126
 Tucson, AZ 85701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY: Carstin Insurance Partners, LLC		NAMED INSURED Borderland Construction Company, Inc.	
POLICY NUMBER		400 E. 38th Street	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: _____

Certificate holder, as well as any and all others if required by written contract, is/are added as an additional insured as regards the General, Automobile, and Umbrella Liability coverage for both ongoing and completed operations .
Endorsement(s): CG 2010 04 13 and CG 2037 04 13

There is no restriction on "residential work".

Waiver of subrogation in favor of the certificates holder, and any/all others as their interest may appear when required by written contract.
Endorsement: CG 2404 05 09 and WC 0030.

Coverage afforded under the policies will not be canceled, terminated or materially altered until at least thirty (30) days' prior written notice has been provided to the certificate holder.

The Contractor's insurance coverage shall be primary insurance with respect to all other available sources, except for Workers Compensation insurance.
Endorsement: GL: 00030 00 10/09

Automobile Liability provides coverage with respect to the Contractor's owned, hired, or non-owned vehicles assigned to or used in performance of the services.

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Where Required by Written Contract Pima County and its officers, officials and employees are named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor</p>	<p>Any and all projects performed by, or on behalf of, the insured for the certificate holder.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required by Written Contract Pima County and its officers, officials and employees are named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor	Any and all projects performed by, or on behalf of, the insured for the certificate holder.

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, proved such contract was executed prior to the date of loss. Including Pima County, and its officers, officials, and employees for losses arising from Work performed by or on behalf of the Contractor.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy Number: 59 WN QU1020

Effective Date: 11/01/2017

Named Insured and Address:

Endorsement Number:

Effective hour is the same as stated on the Information Page of the policy.

**BORDERLAND CONSTRUCTION COMPANY, INC.
400 E 38TH STREET
TUCSON, AZ 85726**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Including Pima County, and its officers, officials, and employees for losses arising from Work performed by or on behalf of the Contractor.

Countersigned by



Authorized Representative