



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

Award Contract Grant

Requested Board Meeting Date: 09/04/18

* = Mandatory, information must be provided

or Procurement Director Award

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

Haydon Building Corp.

***Project Title/Description:**

Construction Manager at Risk Services for Kino South Sports Complex

***Purpose:**

Amendment: Contract No. CT-PW-18-212, Amendment No. One (1). This amendment is for GMP 1 for the construction phase of the contract and extends the term of the contract to 01/31/20, amends the scope of work, and increases the contract amount by \$10,525,019.00 through the incorporation of an accepted Guaranteed Maximum Price 1 (GMP 1), schedule, and scope of work for a cumulative not-to-exceed amount of \$10,715,864.00. Administering Department: Public Works.

***Procurement Method:**

Pursuant to Solicitation for Qualifications No. 276843, on 02/06/18, the Board of Supervisors awarded a contract for this project in the amount of \$190,845.00 for the initial contract phase which included preconstruction services for a contract term of 02/06/18 to 10/31/18.

Attachment: Amendment No. One (1)

***Program Goals/Predicted Outcomes:**

The first phase improvement will concentrate on developing a regional tournament complex with 12 fields and access from Benson Highway. A future Forgeus Avenue connection will be included with the reconstruction of I-10, linking the north and south elements of the complex. The first phase series of improvements will augment activities that already occur on the north complex, north of Ajo Highway. In total, on both the north and south elements, 20 long fields or soccer fields will be available for tournament play in addition to the existing baseball fields.

***Public Benefit:**

By making available the facilities for regional tournaments and other long-field sports related activities, the County will become a major competitor for youth tournaments throughout Arizona and the Southwest. Activating this significant element of field capacity will facilitate future public/private partnerships and commercial investments on County lands that will be long-term leased or sold for commercial hospitality purposes. This increased activity will add to Stadium District revenues and the attraction of the Kino Sports Complex as a multiple-sports and entertainment venue.

***Metrics Available to Measure Performance:**

The performance will be measured using the consultant evaluation process as outlined in BOS Policy D29.1(E)(I).

***Retroactive:**

No.

To: CoB. 8-22-18
Pgs - 18
(1)

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

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 18-212

Amendment No.: One (1) AMS Version No.: Four (4)

Effective Date: 09/04/18 New Termination Date: 01/31/20

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ 10,525,019.00

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

*Funding Source(s) required: Certificates of Participation

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 *MAS* *Done 8-2018*

Department: Procurement *May 2* *8/20/18* Telephone: 724-8586

Department Director Signature/Date: *[Signature]* *8-20-18*

Deputy County Administrator Signature/Date: *[Signature]* *5/20/18*

County Administrator Signature/Date: *[Signature]* *8/20/18*
(Required for Board Agenda/Addendum Items)

PIMA COUNTY PUBLIC WORKS ADMINISTRATION		<table border="1" style="margin: auto;"> <tr><td style="text-align: center;">CONTRACT</td></tr> <tr><td style="text-align: center;">NO. <u>CT-PW-18-212</u></td></tr> <tr><td style="text-align: center;">AMENDMENT NO. <u>01</u></td></tr> <tr><td style="text-align: center;">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td></tr> </table>	CONTRACT	NO. <u>CT-PW-18-212</u>	AMENDMENT NO. <u>01</u>	This number must appear on all invoices, correspondence and documents pertaining to this contract.
CONTRACT						
NO. <u>CT-PW-18-212</u>						
AMENDMENT NO. <u>01</u>						
This number must appear on all invoices, correspondence and documents pertaining to this contract.						
PROJECT:	Construction Manager At Risk Services for Kino South Sports Complex					
CONTRACTOR:	Haydon Building Corp. 4640 East Cotton Gin Loop Phoenix, Arizona 85040					
CONTRACT NO.:	CT-PW-18-212					
AMENDMENT NO.:	One (1)					
FUNDING:	Certificates of Participation					

CONTRACT TERM: 02/06/2018 - 10/31/18	ORIGINAL CONTRACT AMOUNT:	\$ 190,845.00
TERMINATION PRIOR AMENDMENT: NA	PRIOR AMENDMENT(S):	\$ -
TERMINATION THIS AMENDMENT: 01/31/2020	AMOUNT THIS AMENDMENT:	\$ 10,525,019.00
	REVISED CONTRACT AMOUNT:	\$ 10,715,864.00

CONSTRUCTION CONTRACT AMENDMENT

WHEREAS, at its regularly scheduled meeting on February 6, 2018, 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, CONTRACTOR and COUNTY have completed the majority of pre-construction services and have mutually agreed upon an acceptable GMP 1, to include the schedule and scope of work for the construction of GMP1 for the Project; and

WHEREAS, Solicitation for Qualifications No. 276843, 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 the 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 6% for GMP 1 of this project; and

WHEREAS, CONTRACTOR and COUNTY now agree to incorporate the GMP 1 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 1, have agreed to extend the Term of the contract to January 31, 2018; and

WHEREAS, COUNTY and CONTRACTOR, pursuant to Article 2, have agreed to incorporate GMP 1 into the contract; and

WHEREAS, COUNTY and CONTRACTOR pursuant to Article 3 have agreed to increase the Contract amount as identified in GMP 1, and

WHEREAS, COUNTY's acceptance of GMP 1 is subject to the understanding of the Parties that all other elements of future GMPs, if any, are and remain negotiable.

4.

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE 1 – TERM

FROM: “This Contract, as approved by the Board of Supervisors, commences on February 6, 2018 and terminates on October 31, 2018, unless sooner terminated or further extended for Project completion. COUNTY may, with written notice to CMAR, extend this Contract for such additional period or periods as may be required for Project completion.”

TO: “This Contract, as approved by the Board of Supervisors, commences on February 6, 2018 and terminates on **January 31, 2020**, unless sooner terminated or further extended for Project completion. COUNTY may, with written notice to CMAR, extend this Contract for such additional period or periods as may be required for Project completion.”

CHANGE: ARTICLE 2 – SCOPE OF WORK

Add the following paragraph:

“I. The parties agree to proceed with the Construction Services for GMP 1. The Construction Provisions, Scope of Work and GMP 1 for Construction are hereby included in Appendix “F” to the Contract.

“J. The SBE Goal for GMP 1 is **Six Percent (6%)** 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) and Appendix “C” General Conditions (46 pages), and Appendix “E” – Small Business Enterprise Requirements (2 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) and Appendix “C” General Conditions (46 pages), and Appendix “E” – Small Business Enterprise Requirements (2 pages) and **Appendix “F” – GMP 1 (12 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 Pre-construction Services Fee will not exceed One Hundred Ninety Thousand Eight Hundred Forty-Five Dollars and Zero Cents (\$190,845.00), in accordance with the Pre-construction Services Fee Proposal incorporated herein as Appendix “D” – Preconstruction Services Fee Proposal (7 pages). The Construction Services Fee will be a fixed fee, as set forth in GMP(s) described in Article 2.E above and, if approved by COUNTY, will be incorporated into this Contract by Amendment.”

TO: “The Pre-construction Services Fee will not exceed One Hundred Ninety Thousand Eight Hundred Forty-Five Dollars and Zero Cents (\$190,845.00), in accordance with the Pre-construction Services Fee Proposal incorporated herein as Appendix “D” – Preconstruction Services Fee Proposal (7 pages). CMAR GMP 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 Ten Million Five Hundred Twenty-Five Thousand Nineteen Dollars and Zero Cents (\$10,525,019.00) inclusive of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) for COUNTY (Owner) contingency, is hereby included in Appendix “F”. COUNTY's acceptance of GMP 1 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" – GMP 1 (12 Pages)

APPENDIX "F": Construction Manager at Risk (CMAR) Services for Kino South Sports Complex, GMP 1, proposal dated August 17, 2018 (12 pages, attached).

This Amendment shall be effective on September 4, 2018.

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

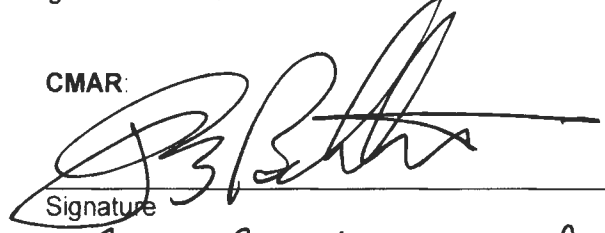
IN WITNESS WHEREOF, the Parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:

Chairman, Board of Supervisors

Date

CMAR:


Signature

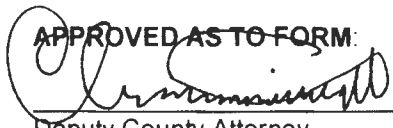
Fritz BERGHORST U.P.
Name and Title (Please Print)

8/20/2018
Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


Deputy County Attorney
CHRISTOPHER STRAUB

Name (Please Print)

8-20-2018
Date

APPENDIX "F"

Construction Manager at Risk (CMAR) Services for Kino South Sports Complex

GMP 1

Proposal Dated August 17, 2018

(12 pages)

ATTACHMENT 1 TO APPENDIX "B"
GMP 1 Summary Format

CONSTRUCTION	AMOUNT
CONSTRUCTION COSTS:	
Cost of Construction	\$ 8,163,612
CMAR Contingency	\$ 423,010
<i>Subtotal Direct Construction Costs</i>	\$ 8,586,622
INDIRECT CONSTRUCTION COSTS:	
General Conditions	\$ 300,000
Overhead	\$ 136,255
Insurance	\$ 106,926
Payment and Performance Bond	\$ 89,937
Subtotal Direct Construction Costs + Gen Cond, Overhead, Bonds, Insurance	\$ 9,219,740
Construction Fee	\$ 363,346
Subtotal Direct Construction Costs + Gen Cond, Overhead, Bonds, Insurance and Fee	\$ 9,583,086
Arizona Gross Receipts Tax	\$ 541,933
Subtotal Direct Construction Costs + Gen Cond, Overhead, Bonds, Insurance, Fee and Tax	\$ 10,125,019
GUARANTEED MAXIMUM PRICE (GMP)	\$ 10,125,019
OTHER PROJECT COSTS: - Owner Contingency	\$ 400,000
TOTAL CONTRACT COST	\$ 10,525,019

END APPENDIX "B" - SUPPLEMENTAL PROVISIONS - CONSTRUCTION COSTING

Kino South GMP 1: Mass Grading, Underground Utilities, and Sod Order

The scope of work for GMP 1 will include the overall mass site grading and major underground utility installation necessary for development. In addition, an order for sod will be placed as an identified long lead item.

These elements are necessary at this time in order to prepare the site and have the sod developed and available for install during the appropriate growing season in 2019.

Kino Sports Complex
90% CD Plan Estimate - GMP 1
Estimate Notes
8.17.18



General

- | | |
|---|--|
| 1 | Estimate is based on plans by McGann & Associates, 90% Phase 1 Development Dated 7.9.18 that includes only the earthwork and Site Utilites, remaining scope outlined in this design package will be a part of GMP 2. Some Elements of GMP 2 from the 50% design is included and specifically outlined below. |
| 2 | Includes General Conditions expenses based on a 5 month construction schedule assuming start in late September 2018 to cover GMP 1 scope. |
| 3 | Contractors construction contingency of 5% and an Owner's Contingency of \$400,000 is included in this GMP. The Owner's Contingency is included without Markups. |
| 4 | The estimate is based on the plans sited above and includes items indicated below, unless indicated as excluded. Refer to the estimate detail for precise description of items included. |

Exclusions - The following items are not included in this estimate

- | | |
|----|--|
| 1 | Governmental or utility company permits or service connection fees of any type. |
| 2 | Preconstruction or design fees. |
| 3 | Testing for, handling or removal of hazardous materials. |
| 4 | Special inspections. |
| 5 | Furniture, fixtures and equipment. - Except as noted |
| 6 | Data and telecommunication equipment, racks or cabling |
| 7 | Security, Access Control, Surveillance, CCTV equipment or cabling |
| 8 | Audio Visual Equipment or cabling |
| 9 | Emergency power systems. |
| 10 | Power and Water consumption for grass establishment |
| 12 | Prepurchase of Sand |
| 13 | All Surface improvements to include Paving and Concrete Flatwork identified on the plans |

Infrastructure

- | | |
|---|---|
| 1 | Clearing of the site and demolition of surface features as required for new construction. |
| 2 | Mass grading of the site to achieve proposed subgrades at all park and roadway areas. |
| 3 | Establishment of construction water storage and supply system for the project construction. |
| 4 | Establishment and maintenance of SWPPP and dust control measures during construction |
| 5 | Site domestic and fire protection water services as indicated |
| 6 | Site sanitary sewer mains and services as indicated. |
| 7 | Onsite drainage infrastructure as indicated |
| 8 | Reclaim lines as indicated |

Kino Sports Complex
90% CD Plan Estimate - GMP 1
Estimate Notes
8.17.18



9	Pumped irrigation mainline, laterals, and valves at fields only. Remaining system in GMP 2
10	Power company service primary power distribution conduit onsite as indicated
11	Main service gear for onsite power supply
12	Service for irrigation pump at the pump house
13	Irrigation controllers
Entry Road	
1	Water and sewer mains and services as indicated
2	Primary power service conduit
Service Rd	
1	Rough and fine grading for improvements
2	Storm drain improvements
Area 2 - Maintenance Area	
1	Finish grading after mass grade
Area 4 - North Parking	
1	Finish grading after mass grade
2	Site Utilities
Area 6 - South West Parking Area	
1	Finish grading after mass grade
Area 7 - South East Parking Area	
1	Finish grading after mass grade
Area 8 - Multiuse Fields - West	
1	Finish grading after mass grade
2	Landscaping that includes prepurchase of Sod Growth, and the furnish and installation of undrain system with filter fabric, and irrigation mains, laterals, and valves
3	Retaining wall and footing allowance
4	Power and Lighting
Area 9 - Multiuse Fields - East	
1	Finish grading after mass grade
2	Retaining wall and footing allowance
3	Landscaping that includes prepurchase of Sod Growth, and the furnish and installation of undrain system with filter fabric, and irrigation mains, laterals, and valves
4	Power and Lighting

Kino Sports Complex
90% CD Plan Estimate - GMP 1

HAYDON

Description	Quantity	Un	Unit Cost	Subtotal	Phase Total w/Markups
GMP 1 90% CD					
Infrastructure Work					
General Conditions	1	ls	\$300,000.00	\$300,000	\$358,890
Rough Grading					
Clear and Grub	92	AC	\$2,700.00	\$248,400	\$297,161
Prewet Site and Prep Fills	92	AC	\$1,625.00	\$149,500	\$178,847
Mass Excavation (Phase 1)	98,134	CY	\$2.40	\$235,522	\$281,754
Place & Compact Fill (Phase 1)	98,134	CY	\$2.00	\$196,268	\$234,795
Rough Grade to +/- .1'	442,820	SY	\$0.35	\$154,987	\$185,411
Construction Water	1	ls	\$110,900.00	\$110,900	\$132,670
Pot Holing Utilities	1	ls	\$5,680.00	\$5,680	\$6,795
Survey	1	ls	\$84,500.00	\$84,500	\$101,087
Dust control	92	ac	\$1,500.00	\$138,000	\$165,089
SWPPP	92	ac	\$750.00	\$69,000	\$82,545
Water					
16" DIP Pipe (Attached to Bridge)(Inc. Cathodic)	142	LF	\$315.00	\$44,730	\$53,510
16" PVC C-900 Pipe	1,962	LF	\$103.00	\$202,086	\$241,755
Vertical Realignment	1	EA	\$14,000.00	\$14,000	\$16,748
16" Gate Valve w/B&C	5	EA	\$8,975.00	\$44,875	\$53,684
12" PVC C-900 Pipe	1,193	LF	\$72.50	\$86,493	\$103,471
12" Gate Valve w/B&C	2	EA	\$4,000.00	\$8,000	\$9,570
12" X 2" Tapping Sleeve & Valve	1	EA	\$6,300.00	\$6,300	\$7,537
12" X 4" Tapping Sleeve & Valve	1	EA	\$5,800.00	\$5,800	\$6,939
8" PVC C-900 Pipe	3,810	LF	\$54.00	\$205,740	\$246,127
8" F.H. Assembly Per SD-500	5	EA	\$8,400.00	\$42,000	\$50,245
8" Gate Valve w/B&C	10	EA	\$2,675.00	\$26,750	\$32,001
8" X 8" Tapping Sleeve & Valve	1	EA	\$6,400.00	\$6,400	\$7,656
4" PVC C-900	13	LF	\$110.00	\$1,430	\$1,711
2" Drain Valve Assembly Per TW SD-400	2	EA	\$2,300.00	\$4,600	\$5,503
1" Water Service	67	LF	\$133.00	\$8,911	\$10,660
1" Backflow Assembly	3	EA	\$2,500.00	\$7,500	\$8,972
2" Backflow Assembly	1	EA	\$3,600.00	\$3,600	\$4,307
4" Service (Irrigation Service for Pump House)	62	LF	\$74.00	\$4,588	\$5,489
6" Fire Service(Irrigation Service for Pump House)	51	LF	\$103.00	\$5,253	\$6,284
6" Connection to Existing (6") CA Water Main	1	EA	\$2,100.00	\$2,100	\$2,512
8" Connection to Existing (8") CA Water Main	1	EA	\$2,200.00	\$2,200	\$2,632
Sewer					
8" Sanitary Sewer	2,038	LF	\$63.00	\$128,394	\$153,598
8" DIP Sanitary Sewer	186	LF	\$185.00	\$34,410	\$41,165
4' Dia. Precast Concrete Private Manhole	6	EA	\$6,000.00	\$36,000	\$43,067
4' Dia. Precast Concrete Private Manhole (Coated)	3	EA	\$13,500.00	\$40,500	\$48,450
6" BCS	130	LF	\$80.00	\$10,400	\$12,442
4" BCS	378	LF	\$82.00	\$30,996	\$37,081
Install Plug in New 8" DIP Line at Public MH	1	EA	\$1,700.00	\$1,700	\$2,034
Connect to Exist Sewer Stubout	1	EA	\$3,200.00	\$3,200	\$3,828
Adjust Existing Public Sewer Manhole	1	EA	\$506.00	\$506	\$605
Storm Drain					
24" RCP Pipe	49	LF	\$130.00	\$6,370	\$7,620
General Landscape and Irrigation					
Irrigation Controllers	1	ls	\$48,000.00	\$48,000	\$57,422
Electrical					
Power - TEP Primary	1	ls	\$501,167.00	\$501,167	\$599,546
Telco/IT Duct Bank	1	ls	\$181,464.00	\$181,464	\$217,085
Service Gear & Distribution	1	ls	\$471,794.00	\$471,794	\$564,407
Subtotal				\$3,921,013	\$4,690,708

Kino Sports Complex
90% CD Plan Estimate - GMP 1


Description	Quantity	Un	Unit Cost	Subtotal	Phase Total w/Markups
Entry Road					
Gross area	142,453	1			
Length of road	837	lf			
Dust control	1	ls	\$6,000.00	\$6,000	\$7,178
SWPPP	1	ls	\$2,500.00	\$2,500	\$2,991
Subtotal				\$8,500	\$10,169
Service Road					
Dust control	1	ls	\$2,500.00	\$2,500	\$2,991
SWPPP	1	ls	\$1,500.00	\$1,500	\$1,794
Remove Bike Path	673	SY	\$7.00	\$4,711	\$5,636
Subtotal				\$8,711	\$10,421
Area 7 - Multiuse Fields - West					
Gross Area	742,475	1			
Multi-use field area	724,812				
Sports Field Lighting and Misc	1	ls	\$1,333,626.00	\$1,333,626	\$1,595,417
Retaining Wall and footing Allowance	2,648	lf	\$100.00	\$264,800	\$316,780
Underdrain Filter Fabric	1	ls	\$23,990.00	\$23,990	\$28,699
Sod Deposit (10%)	1	ls	\$46,719.00	\$46,719	\$55,890
Irrigation and under-Drain System	1	ls	\$618,859.00	\$618,859	\$740,341
Subtotal				\$2,287,994	\$2,737,127
Area 8 - Multiuse Fields - East					
Gross Area	523,546	1			
Multi-use field area	364,800				
Irrigation and under-Drain System	1	ls	\$618,859.00	\$618,859	\$740,341
Retaining Wall and footing Allowance	2,142	lf	\$100.00	\$214,200	\$256,247
Underdrain Filter Fabric	1	ls	\$23,990.00	\$23,990	\$28,699
Sod Deposit (10%)	1	ls	\$46,719.00	\$46,719	\$55,890
Sports Field Lighting and Misc	1	ls	\$1,333,626.00	\$1,333,626	\$1,595,417
Subtotal				\$2,237,394	\$2,676,594
SubTotal Park Improvements - GMP-1A				\$ 8,463,612	\$10,125,019
Owner Contingency - No Mark ups included					\$400,000
Total Park Improvements - GMP-1A					\$10,525,019

DATA DATE 25-Jul-18

HAYDON BUILDING CORP.

17-Aug-18 13:30

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Gantt Chart (J F M A M J J A S O N D J F M A M J J A S O N D J F)											
PIMA COUNTY - KINO SOUTH SPORTS COMPLEX - MILESTONE SCHEDULE																	
PROJECT SUMMARY																	
A1000	GMP#1 CONTRACT EXECUTED (09/04/2018 COUNCIL APPROVAL DATE)	0	0	14-Sep-18	19-Dec-18	[Gantt bar from 14-Sep-18 to 19-Dec-18]											
A1010	CONSTRUCTION START GMP#1 - (GRADING, UTILITIES, LIGHTING, UNDER-DRAIN FIELDS)	0	0	07-Sep-18	19-Dec-18	[Gantt bar from 07-Sep-18 to 19-Dec-18]											
A1020	GMP#2 CONTRACT EXECUTED (01/09/2019 COUNCIL APPROVAL DATE)	0	0	11-Feb-19	19-Dec-19	[Gantt bar from 11-Feb-19 to 19-Dec-19]											
A1030	CONSTRUCTION START GMP#2 - (BUILDINGS, IRRIGATION, OFFSITES, ABOVE-GROUND IMPROVEMENTS)	0	0	12-Feb-19	19-Dec-19	[Gantt bar from 12-Feb-19 to 19-Dec-19]											
A1040	SOD FIELDS	20	20	05-Jul-18	01-Aug-18	[Gantt bar from 05-Jul-18 to 01-Aug-18]											
A1050	PROJECT COMPLETE - TURNOVER FOR USE	0	0	19-Dec-18	19-Dec-18	[Gantt bar from 19-Dec-18 to 19-Dec-18]											
PRECONSTRUCTION / DESIGN																	
GMP#1 - EARTHWORK / UTILITIES / UNDER-FIELD DRAINAGE / LIGHTING / DRY UTILITIES																	
PC1000	EARLY SCHEMATIC DESIGN PACKAGE	0	0	01-Feb-18A	13-Apr-18A	[Gantt bar from 01-Feb-18A to 13-Apr-18A]											
PC1010	PREPARE / SUBMIT EARLY S.D. BUDGET	15	0	05-Feb-18A	13-Apr-18A	[Gantt bar from 05-Feb-18A to 13-Apr-18A]											
PC1020	PREPARE GMP#1 SETTING DOCS - 90% GRADING / 50% UTILITIES, UNDER-DRAIN SYSTEM, LIGHTING	120	0	09-Jan-18A	16-Jul-18A	[Gantt bar from 09-Jan-18A to 16-Jul-18A]											
PC1030	FINALIZE GMP#1 DESIGN DRAWINGS - UTILITIES / IRRIGATION MAIN / LIGHTING / SAND / SOD	20	0	16-Jul-18A	27-Aug-18	[Gantt bar from 16-Jul-18A to 27-Aug-18]											
PC2000	GMP#1 - GRADING PACKAGE - NOTICE TO PROCEED - (GMP & PERMITS IN HAND)	0	0	26-Sep-18	30-Oct-18	[Gantt bar from 26-Sep-18 to 30-Oct-18]											
PC2100	GMP#1 - UTILITIES / IRRIGATION MAINLINE / LIGHTING - NOTICE TO PROCEED - (GMP & PERMITS IN HAND)	0	0	30-Oct-18	30-Oct-18	[Gantt bar from 30-Oct-18 to 30-Oct-18]											
GMP#1 - CONTRACT																	
D1000	PREPARE GMP#1 FOR COUNCIL SUBMISSION (PREPARED FROM GMP SETTING DOC - SEE PC1020)	15	0	16-Jul-18A	10-Aug-18	[Gantt bar from 16-Jul-18A to 10-Aug-18]											
D1010	STAFF REVIEW / COUNCIL APPROVAL OF GMP #1 (09/04/2018 COUNCIL DATE)	20	0	10-Aug-18	07-Sep-18	[Gantt bar from 10-Aug-18 to 07-Sep-18]											
D1020	GMP AMMENDMENT TO CONTRACT - GMP#1 EXECUTED	5	0	10-Sep-18	14-Sep-18	[Gantt bar from 10-Sep-18 to 14-Sep-18]											
GMP#1 - PERMITTING																	
P1000	SUBMIT FOR GRADING PERMIT	0	0	25-Jul-18	25-Jul-18	[Gantt bar from 25-Jul-18 to 25-Jul-18]											
P1010	GRADING PERMIT - CITY / COUNTY PERMIT REVIEW - ISSUE FOR CONSTRUCTION PERMIT	45	0	25-Jul-18	26-Sep-18	[Gantt bar from 25-Jul-18 to 26-Sep-18]											
P1020	SUBMIT FOR UTILITIES / IRRIGATION MAIN / LIGHTING PERMITS	0	0	27-Aug-18	27-Aug-18	[Gantt bar from 27-Aug-18 to 27-Aug-18]											
P1030	UTILITIES PERMIT - CITY / COUNTY PERMIT REVIEW - ISSUE FOR CONSTRUCTION PERMIT	45	0	28-Aug-18	30-Oct-18	[Gantt bar from 28-Aug-18 to 30-Oct-18]											
GMP#2 - BUILDINGS / OFFSITES / IRRIGATION / LANDSCAPE / ABOVE-GROUND AMENITIES																	
D21040	GMP#2 DRAWINGS COMPLETE - RESTROOMS, CONCESSIONS, FINAL LANDSCAPE, OFFSITES - COMPLETE SURFACES	180	0	26-Feb-18A	06-Dec-18	[Gantt bar from 26-Feb-18A to 06-Dec-18]											
D21050	GMP#2 - NOTICE TO PROCEED (GMP & PERMITS IN HAND)	0	0	11-Feb-19	11-Feb-19	[Gantt bar from 11-Feb-19 to 11-Feb-19]											
OFFSITE (ROW) IMPROVEMENTS																	
ROW1000	COMPLETE TRAFFIC IMPACT ANALYSIS (TIA)	90	0	09-Jan-18A	15-Mar-18A	[Gantt bar from 09-Jan-18A to 15-Mar-18A]											
ROW1010	COMPLETE OFFSITE DRAWINGS FOR INCORPORATION INTO GMP#2 DOCUMENTS	160	0	16-Mar-18A	28-Nov-18	[Gantt bar from 16-Mar-18A to 28-Nov-18]											
ROW1020	PERMITTING	45	0	28-Nov-18	30-Jan-19	[Gantt bar from 28-Nov-18 to 30-Jan-19]											
ROW1030	ROW PERMIT IN HAND	1	0	31-Jan-19	31-Jan-19	[Gantt bar from 31-Jan-19 to 31-Jan-19]											
TUSCON ELECTRIC PRIMARY POWER DESIGN																	
PP1000	SUBMIT SIGNED APPLICATION TO TEP FROM A/E TEAM	14	0	15-Feb-18A	06-Apr-18A	[Gantt bar from 15-Feb-18A to 06-Apr-18A]											
PP1020	GLHN SUBMITS POWER DISTRIBUTION PLANS TO T.E.P.	2	0	17-Jul-18A	17-Jul-18A	[Gantt bar from 17-Jul-18A to 17-Jul-18A]											
PP1040	TEP PRODUCES "CONCEPT PLAN" / PRELIMINARY DRAWING	35	0	01-Aug-18A	28-Aug-18	[Gantt bar from 01-Aug-18A to 28-Aug-18]											
PP1050	APPROVE / MODIFY / REDLINE PRELIMINARY DRAWING - BACK TO TEP	45	0	29-Aug-18	12-Oct-18	[Gantt bar from 29-Aug-18 to 12-Oct-18]											
PP1060	TEP PRODUCES PRELIMINARY "FOR CONSTRUCTION DRAWINGS"	5	0	13-Oct-18	17-Oct-18	[Gantt bar from 13-Oct-18 to 17-Oct-18]											
PP1070	EASEMENT DOCS / FEES / FINAL FOR CONSTRUCTION DRAWINGS (CONSTRUCTION CAN COMMENCE IN FIELD PEND	30	0	18-Oct-18	18-Nov-18	[Gantt bar from 18-Oct-18 to 18-Nov-18]											
PP2010	NTP TO PROCEED WITH CONSTRUCTION IN FIELD	0	0	19-Oct-18	19-Oct-18	[Gantt bar from 19-Oct-18 to 19-Oct-18]											
COUNTY SEWER PERMIT																	
CS1000	SUBMIT DWGS TO COUNTY FOR TYPE III PERMIT	0	0	17-Aug-18	17-Aug-18	[Gantt bar from 17-Aug-18 to 17-Aug-18]											
CS1010	FILE / RECEIVE FINALIZED N.O.I.	10	0	17-Aug-18	30-Aug-18	[Gantt bar from 17-Aug-18 to 30-Aug-18]											
CS1020	COUNTY SEWER PERMIT IN HAND	10	0	31-Aug-18	14-Sep-18	[Gantt bar from 31-Aug-18 to 14-Sep-18]											
TUSCON WATER PERMIT																	
TW1000	SUBMIT "FOR CONSTRUCTION" DRAWINGS	0	0	20-Aug-18	20-Aug-18	[Gantt bar from 20-Aug-18 to 20-Aug-18]											
TW1010	REVIEW OF DRAWINGS - SCHEDULE PRECONSTRUCTION MEETING	25	0	21-Aug-18	25-Sep-18	[Gantt bar from 21-Aug-18 to 25-Sep-18]											
TW1020	APPROVED TUSCON WATER PLANS	5	0	26-Sep-18	02-Oct-18	[Gantt bar from 26-Sep-18 to 02-Oct-18]											
GMP#2 - CONTRACT																	
G1000	PREPARE GMP#2 FOR COUNCIL SUBMISSION	20	0	07-Dec-18	03-Jan-19	[Gantt bar from 07-Dec-18 to 03-Jan-19]											
G1010	STAFF REVIEW / COUNCIL APPROVAL OF GMP#2 (01/09/2019 COUNCIL DATE)	17	0	04-Jan-19	28-Jan-19	[Gantt bar from 04-Jan-19 to 28-Jan-19]											
G1020	GMP AMMENDMENT TO CONTRACT - GMP#2 EXECUTED	10	0	28-Jan-19	11-Feb-19	[Gantt bar from 28-Jan-19 to 11-Feb-19]											
GMP#2 - PERMITS																	
P2000	SUBMIT FINAL GMP#2 DRAWINGS FOR PERMITS	0	0	06-Dec-18	06-Dec-18	[Gantt bar from 06-Dec-18 to 06-Dec-18]											
P2010	GMP#2 PERMITS - CITY / COUNTY PERMIT REVIEW - ISSUE FOR CONSTRUCTION PERMIT	45	0	07-Dec-18	07-Feb-19	[Gantt bar from 07-Dec-18 to 07-Feb-19]											
P2020	GMP#2 PERMIT IN HAND	0	0	07-Feb-19	07-Feb-19	[Gantt bar from 07-Feb-19 to 07-Feb-19]											
CONSTRUCTION																	
SITE / PLAY FIELDS / UTILITIES / PARKING AREAS																	
S1000	MOBILIZE - FENCING / SURVEY / SWPPP / OFFICE TRAILERS	10	0	27-Sep-18	10-Oct-18	[Gantt bar from 27-Sep-18 to 10-Oct-18]											

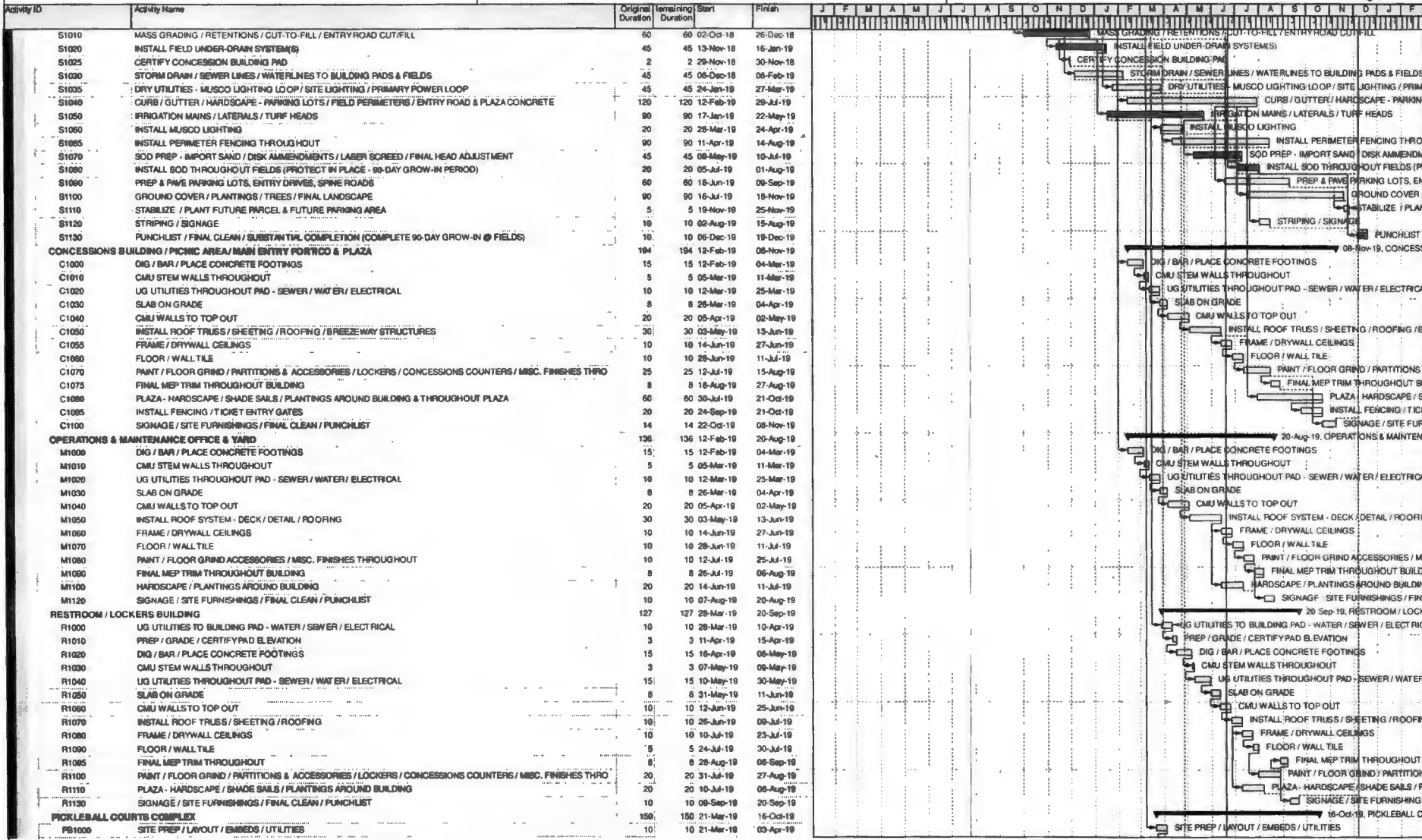
Actual Work
 Critical Remaining Work
 Milestone
 Baseline Milestone
 Summary



DATA DATE 25-Jul-18

HAYDON BUILDING CORP.

17-Aug-18 13:30



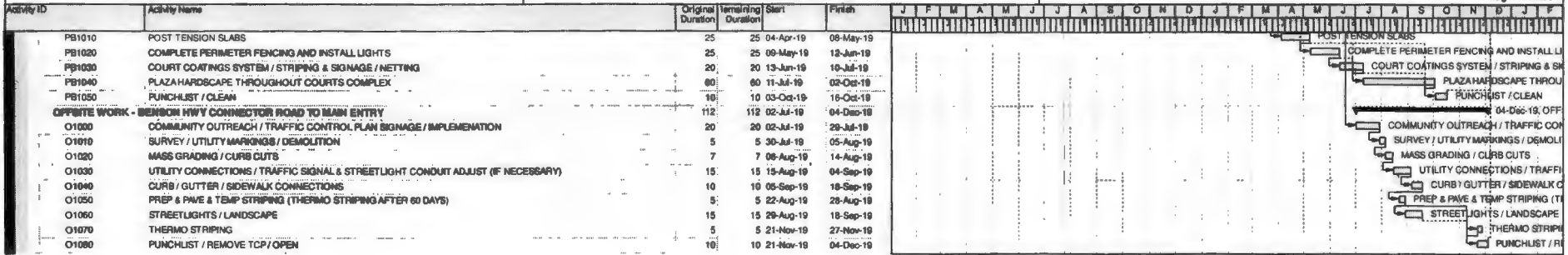
Actual Work
 Critical Remaining Work
 Milestone
 Baseline Milestone
 Summary



DATA DATE 25-Jul-18

HAYDON BUILDING CORP.

17-Aug-18 13:30



Actual Work
 Remaining Work
 Critical Remaining Work
 Summary
 Milestone
 Baseline Milestone





Kino Sports Complex – GMP 1 Cash Flow

8.17.18

HAYDON

Month	Month Billing	Bill to Date	Month Payment	Cumulative Payment	Description
September 18	\$2,033,445	-	-	-	Mobilization, Bonds, Insurance, Securing Sod, Survey
October 18	\$2,345,354	\$2,033,445	\$2,033,445	\$2,033,445	Earthwork, Retaining Wall
November 18	\$2,737,127	\$4,378,799	\$2,345,354	\$4,378,799	Electrical lighting, Irrigation, Under Drain
December 18	\$2,004,545	\$7,115,926	\$2,737,127	\$7,115,926	Wet and Dry Utilities
January 19	\$1,404,548	\$9,120,471	\$2,004,545	\$9,120,471	Site Utilites
February 19		\$10,525,019	\$1,404,548	\$10,525,019	



HAYDON Kino Sports Complex – GMP 1 SBE Participation

List of Anticipated Subcontractors	Scope of Work	Selection Based on:	SBE Status	Anticipated Subcontract Value	Anticipated % Participation
Echo Canyon	Electrical	Qualification/Price	-	\$3,857,174	15%
Darling Geotech.	Survey	Qualification/Pricing	SBE	\$84,500	100%
			Anticipated Subcontractor Total Value	\$3,941,674	37%
			Anticipated Self Performance Total Value	\$5,583,345	63%
			Total Value	\$10,525,019	100%

Anticipated SBE Goal Summary					
			PIMA CO SBE Participation Goal	6%	\$631,501
			Anticipated SBE Total	6.3%	\$663,076
			Anticipated SBE Goal to be Met	Yes	



ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

Bond No. 106948473

KNOW ALL MEN BY THESE PRESENTS THAT:

Haydon Building Corp

(hereinafter "Principal"), as Principal, and Travelers Casualty and Surety Company of America
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Connecticut
with its principal office in the City of Hartford,
holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance
pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona
(hereinafter "Obligee") in the amount of **Ten Million Seven Hundred Fifteen Thousand Eight Hundred
Sixty-Four and 00/100ths Dollars (\$10,715,864.00)**, for the payment whereof, Principal and Surety
bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
6th day of February, 2018 for:

Construction Manager at Risk: Kino South Sports Complex; Contract No. CT-PW-18-212

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully
performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract
during the original term of the contract and any extension of the contract, with or without notice to the
Surety, and during the life of any guaranty required under the contract, and also performs and fulfills
all of the undertakings, covenants, terms, conditions and agreements of all duly authorized
modifications of the contract that may hereafter be made, notice of which modifications to the Surety
being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2,
Article
2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the
provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied
at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees
that may be fixed by a judgment of the court.

Witness our hands this 20th day of August, 2018

Haydon Building Corp

By:

Principal

Travelers Casualty and Surety Company of America By:

By:

Surety

Stephanie L. Bucholz, Attorney-in-Fact

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

Bond No. 106948473

Haydon Building Corp

(hereinafter "Principal"), as Principal, and Travelers Casualty and Surety Company of America

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Connecticut, with its principal office in the City of Hartford, holding a certificate of authority to transact surety business in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County (hereinafter "Obligee") in the amount of **Ten Million Seven Hundred Fifteen Thousand Eight Hundred Sixty-Four and 00/100ths-----Dollars (\$10,715,864.00)**, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the, **6th day of February, 2018** for:

Construction Manager at Risk: Kino South Sports Complex; Contract No. CT-PW-18-212

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge in the court.

Witness our hands this 20th day of August, 2018.

Haydon Building Corp

By:

Principal

Travelers Casualty and Surety Company of America By:

Surety

Stephanie L. Buchholz, Attorney-in-Fact



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephanie L. Bucholz** of **Mesa** Arizona, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

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

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

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



Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this **20th** day of **August**, **2018**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**