



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 04/04/23

* = Mandatory, information must be provided

or Procurement Director Award: []

*Contractor/Vendor Name/Grantor (DBA):

Borderland Construction Company, Inc.

*Project Title/Description:

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

*Purpose:

Amendment: Contract No. CT-WW-20-272, Amendment No. Four (4). This amendment extends the term of the contract to 02/28/25 for project completion and close-out activities, incorporates Guaranteed Maximum Price No. Three (3) (GMP-3), increases the contract amount by \$3,927,760.85 for a cumulative not-to-exceed amount of \$38,149,342.30, and adds the Forced Labor of Ethnic Uyghurs clause. Due to the limited scope and subcontractor opportunity, a No Goal was established for GMP-3. Administering Department: Regional Wastewater Reclamation.

*Procurement Method:

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

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

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

Amendment No. Three (3) was approved by the Board of Supervisors, on 09/20/22, to increase the contract amount by \$1,559,823.93 for a cumulative not-to-exceed amount of \$34,221,581.45 and incorporate GMP-2 for construction services.

Attachment: Amendment No. Four (4).

*Program Goals/Predicted Outcomes:

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

*Public Benefit:

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

*Metrics Available to Measure Performance:

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

*Retroactive:

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

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

*Funding Source(s) required: _____

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

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

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

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: CT Department Code: WW Contract Number (i.e., 15-123): 20-272

Amendment No.: 4 AMS Version No.: 39

Commencement Date: 04/04/23 New Termination Date: 02/28/25

Prior Contract No. (Synergen/CMS): _____

Expense Revenue Increase Decrease

Amount This Amendment: \$ 3,927,760.85

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

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

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

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Judy Cooper Digitally signed by Judy Cooper Date: 2023.03.16 17:36:00 -07'00'

Scott Loomis Digitally signed by Scott Loomis Date: 2023.03.17 09:18:14 -07'00'

Department: Procurement Director Terri Spencer Digitally signed by Terri Spencer Date: 2023.03.17 10:10:01 -07'00'

Telephone: 520-724-3727

Department Director Signature: [Signature]

Date: 3/17/23

Deputy County Administrator Signature: [Signature]

Date: 3/17/2023

County Administrator Signature: [Signature]

Date: 3/17/2023

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT

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

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

CONTRACT NO.: CT-WW-20-272

AMENDMENT NO.: Four (4)

Orig. Contract Term: 04/07/2020 – 06/30/2023	Orig. Amount:	\$ 2,550,104.43
Termination Date Prior Amendment: 06/30/2023	Prior Amendments Amount:	\$31,671,477.02
Termination Date This Amendment: 02/28/2025	This Amendment Amount:	\$ 3,927,760.85
	Revised Total Amount:	\$38,149,342.30

CONTRACT AMENDMENT

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

- 1. Background and Purpose.**
 - 1.1. Background. On April 7, 2020, County and Contractor entered into the above referenced agreement to provide Design-Build Services for the Continental Ranch Regional Pump Station Force Main Augmentation project.
 - 1.2. Purpose. The term of the contract is being extended for project completion and close-out activities; Guaranteed Maximum Price – 3 (GMP-3), in the amount of \$3,927,760.85, is being incorporated for the surface restoration of the Chuck Huckelberry Loop along the West bank of the Santa Cruz River between the El Rio Neighborhood Park and the Crossroads at Silverbell District Park, as a result of the installation of the new dual-pipe force main sewer system; and the Forced Labor of Ethnic Uyghurs clause is being added.
- 2. Term and Schedule.** The parties agree to extend the term of the contract to February 28, 2025 and add Exhibit “A2” – GMP-3 Construction Schedule (1 page) after Exhibit “A1” – GMP-2 Construction Schedule (1 page) and Exhibit “A” Preliminary Schedule” (1 page).
- 3. Scope of Services.** The parties agree to incorporate Exhibit E – Phase 2 – Construction Services – GMP-3 (19 pages) after Exhibit D – Phase 2 – Construction Services – GMP-2 (14 pages) and Exhibit C – Phase 2 – Construction Services – GMP-1 (25 pages). Due to limited subcontractor opportunity for SBE utilization, a No Goal has been established for GMP-3.
- 4. Maximum Payment Amount.** The parties agree to add “County’s total payments to Design-Builder for Phase 2 Work – GMP-3, including sales taxes (if applicable), in the not to exceed amount of \$3,927,760.85, for a cumulative not to exceed amount of \$38,149,342.30.” to Article 5.2. Maximum Payment Amount, as sentence four.
- 5. Forced Labor of Ethnic Uyghurs** is being added as Section 36 and the subsequent sections are renumbered respectively.

"Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days."

**Attach: Exhibit "A2" – GMP-3 Construction Schedule (1 page) and
Exhibit E – Phase 2 – Construction Services – GMP-3 (19 pages)**

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

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

DESIGN-BUILDER



Authorized Officer Signature

Joel Harris, Vice President
Printed Name and Title

03/17/23
Date

This contract template has been approved as to form by the Pima County Attorney's Office.

Exhibit "A2" - GMP-3 Construction Schedule (1page)



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #4 - ANTICIPATED CONSTRUCTION SCHEDULE

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

ID	Task Name	Duration	Start	Finish	Quarter	1st Quarter			3rd Quarter			1st Quarter			3rd Quarter				
					Sep	Nov	Jan	Mar	May	Jul	Sep	Nov	Jan	Mar	May	Jul	Sep	Nov	
1	GMP#1 DUAL FORCE MAIN CONSTRUCTION SERVICES	357 days	Mon 10/24/22	Tue 3/5/24															
2	<i>Construct Phase 2 - CRRPS to Silverbell Gateway Apts</i>	357 days	Mon 10/24/22	Tue 3/5/24															
3	Borderland Dual HDPE Force Main Installations (23,500± LF):	356 days	Mon 10/24/22	Mon 3/4/24															
4	2.1 - CRRPS Connection to SCR Bank Protection near El Rio Preserve (2,200± LF)	40 days	Mon 10/24/22	Fri 12/16/22															
5	2.2 - El Rio Preserve to Twin Peaks Rd HDD (6,800± LF)	100 days	Mon 12/19/22	Fri 5/5/23															
6	2.3 - Twin Peaks Rd HDD to North of Pedestrian Bridges at Cortaro Rd (8,500± LF)	140 days	Mon 5/8/23	Fri 11/17/23															
7	2.4 - Phase 2.3: North of Pedestrian Bridges at Cortaro Rd to Phase 1 (6,000± LF)	76 days	Mon 11/20/23	Mon 3/4/24															
8	PCRWRD Field Engineering Inspections and Testing	356 days	Mon 10/24/22	Mon 3/4/24															
11	Dual Force Main Substantial Completion	1 day	Tue 3/5/24	Tue 3/5/24															
12	GMP#3 PCRFC D SURFACE RESTORATIONS	447 days	Mon 1/16/23	Tue 10/1/24															
13	PCRWRD/PCRFC D Review/Approval of GMP#3	56 days	Mon 1/16/23	Mon 4/3/23															
14	PCRWRD/PCRFC D Approval of GMP#3 - Issuance of Notice-to-Proceed	1 day	Tue 4/4/23	Tue 4/4/23															
15	CONSTRUCTION OF SURFACE RESTORATIONS	390 days	Wed 4/5/23	Tue 10/1/24															
16	PCRFC D/PCRWRD/Marana Inspections and Testing	389 days	Wed 4/5/23	Mon 9/30/24															
19	2.2 - El Rio Preserve to Twin Peaks Rd HDD (6,800± LF)	80 days	Wed 4/5/23	Tue 7/25/23															
20	2.3 - Twin Peaks Rd HDD to North of Pedestrian Bridges at Cortaro Rd (8,500±)	110 days	Wed 7/26/23	Tue 12/26/23															
21	2.4 - Phase 2.3: North of Pedestrian Bridges at Cortaro Rd to Phase 1 (6,000± LF)	75 days	Mon 1/1/24	Fri 4/12/24															
22	Potential Weather Delays	15 days	Mon 4/15/24	Fri 5/3/24															
23	Surface Restoration Substantial Completion	1 day	Mon 5/6/24	Mon 5/6/24															
24	CHL Asphalt Path Seal Coat & Final Striping	43 days	Thu 8/1/24	Mon 9/30/24															
25	Surface Restoration Final Completion	1 day	Tue 10/1/24	Tue 10/1/24															



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

GMP #3 - SUMMARY

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

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

CONSTRUCTION	AMOUNT
CONSTRUCTION COSTS:	
I. Cost of Construction	\$ 2,005,701.44
II. DB Contingency	\$ 377,862.90
SUBTOTAL <i>(Direct Construction Cost)</i>	\$ 2,383,564.34
INDIRECT CONSTRUCTION COSTS:	
III. General Conditions	\$ 52,220.00
IV. Overhead	\$ 227,258.68
V.a. General Liability Insurance	\$ 8,041.86
V.b. Builder's Risk Insurance	\$ -
VI. Payment and Performance Bonds	\$ 21,524.40
SUBTOTAL <i>(Direct Cons. Cost + Gen Cond + Overhead + Insurance + Bonds)</i>	\$ 2,692,609.28
VII. Construction Fee	\$ 133,152.15
SUBTOTAL <i>(Direct Cons. Cost + Gen Cond + Overhead + Insurance + Bonds + Fee)</i>	\$ 2,825,761.43
VIII. Arizona Gross Receipts Tax	\$ 185,511.24
GUARANTEED MAXIMUM PRICE (GMP)	\$ 3,011,272.67
OTHER PROJECT COSTS:	
IX. Owner's Contingency	\$ 916,488.18
TOTAL CONTRACT COST	\$ 3,927,760.85

For supporting documentation - see also:

Attachment #1 - Schedule of Values

Attachment #2 - Scope of Work (List of Plans/Specifications)

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

Attachment #4 - Schedule

Attachment #5 - Cash-flow Forecast

Attachment #6 - Anticipated Subcontractor Participation



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount	
1		I. COST OF CONSTRUCTION - LINE ITEMS					
2		SEGMENT 2.2 - EL RIO PRESERVE TO TWIN PEAKS RD					
3	2.2-001.100	MOBILIZATION	LS	1.00	\$ 20,830.30	\$ 20,830.30	
4	2.2-004.100	AS-BUILT SURVEY OF CHL AMENITIES AND CONSTRUCTION STAKING	LS	1.00	\$ 31,675.00	\$ 31,675.00	
5	2.2-005.100	QUALITY CONTROL (COMPACTION/ MATERIAL TESTING)	LS	1.00	\$ 7,630.00	\$ 7,630.00	
6	2.2-202.050	REMOVE & REPLACE EXISTING POSTS/POLES/ENCLOSURES/SIGNAGE	EACH	11.00	\$ 450.00	\$ 4,950.00	
7	2.2-202.102	REMOVE & REPLACE CONCRETE CUTOFF WALLS AT TRIBUTARY WASH CROSSINGS (2' DEEP X 1' THICK) (3 LOCATIONS)	LF	790.00	\$ 70.12	\$ 55,394.80	
8	2.2-202.104	REMOVE & REPLACE CONCRETE CUTOFF WALLS AT TRIBUTARY WASH CROSSINGS (4' DEEP X 1' THICK) (1 LOCATION)	LF	245.00	\$ 116.09	\$ 28,442.05	
9	2.2-202.105	REMOVE & REPLACE CONCRETE CUTOFF WALLS AT TRIBUTARY WASH CROSSINGS (5' DEEP X 1' THICK) (1 LOCATION)	LF	235.00	\$ 132.87	\$ 31,224.45	
10	2.2-202.106	REMOVE & REPLACE CONCRETE CUTOFF WALLS AT TRIBUTARY WASH CROSSINGS (6' DEEP X 1' THICK) (1 LOCATION)	LF	310.00	\$ 159.55	\$ 49,460.50	
11	2.2-202.110	REMOVE & REPLACE EXISTING CONCRETE DECORATIVE WEDGE CURB (4 LOCATIONS)	LF	370.00	\$ 50.34	\$ 18,625.80	
12	2.2-202.112	REMOVE & REPLACE EXISTING CONCRETE HEADER (2' DEEP X 1' THICK) (7 LOCATIONS)	LF	300.00	\$ 69.42	\$ 20,826.00	
13	2.2-202.113	REMOVE & REPLACE EXISTING CONCRETE HEADER (3' DEEP X 1' THICK) (5 LOCATIONS)	LF	170.00	\$ 83.91	\$ 14,264.70	
14	2.2-202.150	REMOVE & REPLACE EXISTING DUMPED RIP RAP (D50=6", TH=18")	SF	5,795.00	\$ 11.43	\$ 66,236.85	
15	2.2-202.200	CHUCK HUCKELBERRY LOOP PATH - SUBGRADE EXCAVATION/PREPARATION (FOR 6.5" PAVEMENT SECTION)	CY	2,012.00	\$ 16.83	\$ 33,861.96	
16	2.2-202.201	CHUCK HUCKELBERRY LOOP PATH - 4" ABC	CY	1,130.00	\$ 78.82	\$ 89,066.60	



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
17	2.2-202.202	CHUCK HUCKELBERRY LOOP PATH - 2.5" AC PATH (PAG LV MIX #2) (PG76-22TR+) (10,118 SY ASPHALT)	TON	1,409.00	\$ 130.50	\$ 183,874.50
18	2.2-202.210	CHUCK HUCKELBERRY LOOP PATH - 6" PCCP ON SUBGRADE (1,085 SY CONCRETE)	CY	182.00	\$ 428.12	\$ 77,917.84
19	2.2-202.220	CHUCK HUCKELBERRY LOOP PATH - FUTURE USE IRRIGATION SLEEVES (500' SPACING) (2x25'x4" PVC)	LF	700.00	\$ 10.00	\$ 7,000.00
20	2.2-202.420	CHUCK HUCKELBERRY LOOP PATH - STRIPING (4" PAINT) (CL+EDGE LINES)	LF	18,903.00	\$ 1.15	\$ 21,738.45
21	2.2-202.421	CHUCK HUCKELBERRY LOOP PATH - STRIPING AFTER SEAL COAT (4" PAINT) (CL+EDGE LINES)	LF	19,500.00	\$ 1.20	\$ 23,400.00
22	2.2-290.101	CHUCK HUCKELBERRY LOOP PATH - MODIFIED 211 CONCRETE COLLAR (FM TRACER WIRE TEST STATIONS IN ASPHALT)	EACH	14.00	\$ 550.00	\$ 7,700.00
23	2.2-295.100	CHUCK HUCKELBERRY LOOP PATH - POLYMER-MODIFIED MASTERSEAL (6-12 MONTHS AFTER INSTALLATION)	SY	11,556.00	\$ 2.64	\$ 30,507.84
24		SEGMENT 2.3 - TWIN PEAKS RD TO PED BRIDGES NORTH OF CORTARO RD				
25	2.3-001.100	MOBILIZATION	LS	1.00	\$ 20,830.30	\$ 20,830.30
26	2.3-004.100	AS-BUILT SURVEY OF CHL AMENITIES AND CONSTRUCTION STAKING	LS	1.00	\$ 38,300.00	\$ 38,300.00
27	2.3-005.100	QUALITY CONTROL (COMPACTION/ MATERIAL TESTING)	LS	1.00	\$ 6,954.00	\$ 6,954.00
28	2.3-202.050	REMOVE & REPLACE EXISTING POSTS/POLES/ENCLOSURES/SIGNAGE	EACH	7.00	\$ 450.00	\$ 3,150.00
29	2.3-202.102	REPLACE CONCRETE CUTOFF WALLS AT TRIBUTARY WASH CROSSINGS (2' DEEP X 1' THICK) (4 LOCATIONS)	LF	845.00	\$ 71.10	\$ 60,079.50
30	2.3-202.104	REPLACE CONCRETE CUTOFF WALLS AT TRIBUTARY WASH CROSSINGS (4' DEEP X 1' THICK) (1 LOCATION)	LF	210.00	\$ 118.10	\$ 24,801.00



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
31	2.3-202.105	REPLACE CONCRETE CUTOFF WALLS AT TRIBUTARY WASH CROSSINGS (5' DEEP X 1' THICK) (2 LOCATIONS)	INCH	330.00	\$ 133.36	\$ 44,008.80
32	2.3-202.107	REPLACE CONCRETE CUTOFF WALLS AT TRIBUTARY WASH CROSSINGS (7' DEEP X 1' THICK) (1 LOCATION)	LF	305.00	\$ 177.73	\$ 54,207.65
33	2.3-202.110	REMOVE & REPLACE EXISTING CONCRETE DECORATIVE WEDGE CURB (5 LOCATIONS)	LF	565.00	\$ 45.85	\$ 25,905.25
34	2.3-202.112	REMOVE & REPLACE EXISTING CONCRETE HEADER (2' DEEP X 1' THICK) (8 LOCATIONS)	LF	325.00	\$ 69.44	\$ 22,568.00
35	2.3-202.113	REMOVE & REPLACE EXISTING CONCRETE HEADER (3' DEEP X 1' THICK) (5 LOCATIONS)	LF	180.00	\$ 88.14	\$ 15,865.20
36	2.3-203.150	REMOVE & REPLACE EXISTING DUMPED RIP RAP (D50=6", TH=18")	SF	2,590.00	\$ 11.52	\$ 29,836.80
37	2.3-202.200	CHUCK HUCKELBERRY LOOP PATH - SUBGRADE EXCAVATION/PREPARATION (FOR 6.5" PAVEMENT SECTION)	CY	1,693.00	\$ 16.83	\$ 28,493.19
38	2.3-202.201	CHUCK HUCKELBERRY LOOP PATH - 4" ABC	CY	942.00	\$ 78.82	\$ 74,248.44
39	2.3-202.202	CHUCK HUCKELBERRY LOOP PATH - 2.5" AC PATH (PAG LV MIX #2) (PG76-22TR+) (8426 SY ASPHALT)	TON	1,174.00	\$ 133.46	\$ 156,682.04
40	2.3-202.210	CHUCK HUCKELBERRY LOOP PATH - 6" PCCP ON SUBGRADE (978 SY CONCRETE)	CY	165.00	\$ 426.60	\$ 70,389.00
41	2.3-202.220	CHUCK HUCKELBERRY LOOP PATH - FUTURE USE IRRIGATION SLEEVES (500' SPACING) (2x25'x4" PVC)	LF	850.00	\$ 10.00	\$ 8,500.00
42	2.3-202.420	CHUCK HUCKELBERRY LOOP PATH - INITIAL STRIPING (4" PAINT) (CL+EDGE LINES)	LF	15,870.00	\$ 1.15	\$ 18,250.50
43	2.3-202.421	CHUCK HUCKELBERRY LOOP PATH - STRIPING AFTER SEAL COAT (4" PAINT) (CL+EDGE LINES)	LF	23,700.00	\$ 1.20	\$ 28,440.00



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
44	2.3-290.101	CHUCK HUCKELBERRY LOOP PATH - MODIFIED 211 CONCRETE COLLAR (FM TRACER WIRE TEST STATIONS IN ASPHALT)	EACH	10.00	\$ 550.00	\$ 5,500.00
45	2.3-295.100	CHUCK HUCKELBERRY LOOP PATH - POLYMER-MODIFIED MASTERSEAL (6-12 MONTHS AFTER INSTALLATION)	SY	14,045.00	\$ 2.61	\$ 36,657.45
46		SEGMENT 2.4 - PED BRIDGES NORTH OF CORTARO RD TO PHASE 1				
47	2.4-001.100	MOBILIZATION	LS	1.00	\$ 20,830.30	\$ 20,830.30
48	2.4-001.200	TEMPORARY ACCESS RAMP FROM SANTA CRUZ RIVER (ACCESS TO UPPER TERRACE NORTH OF CORTARO - SOUTH OF PED BRIDGE)	EACH	2.00	\$ 17,105.06	\$ 34,210.12
49	2.4-004.100	AS-BUILT SURVEY OF CHL AMENITIES AND CONSTRUCTION STAKING	LS	1.00	\$ 21,500.00	\$ 21,500.00
50	2.4-005.100	QUALITY CONTROL (COMPACTION/ MATERIAL TESTING)	LS	1.00	\$ 5,708.00	\$ 5,708.00
51	2.4-202.050	REMOVE & REPLACE EXISTING POSTS/POLES/ENCLOSURES/SIGNAGE	EACH	7.00	\$ 450.00	\$ 3,150.00
52	2.4-202.200	CHUCK HUCKELBERRY LOOP PATH - SUBGRADE EXCAVATION/PREPARATION (FOR 6.5" PAVEMENT SECTION)	CY	913.00	\$ 24.10	\$ 22,003.30
53	2.4-202.201	CHUCK HUCKELBERRY LOOP PATH - 4" ABC	CY	518.00	\$ 125.48	\$ 64,998.64
54	2.4-202.202	CHUCK HUCKELBERRY LOOP PATH - 2.5" AC PATH (PAG LV MIX #2) (PG76-22TR+) (4630 SY ASPHALT)	TON	646.00	\$ 165.86	\$ 107,145.56
55	2.4-202.210	CHUCK HUCKELBERRY LOOP PATH - 6" PCCP ON SUBGRADE (427 SY CONCRETE)	CY	72.00	\$ 428.28	\$ 30,836.16
56	2.3-202.220	CHUCK HUCKELBERRY LOOP PATH - FUTURE USE IRRIGATION SLEEVES (500' SPACING) (2x25'x4" PVC)	LF	650.00	\$ 10.00	\$ 6,500.00
57	2.4-202.420	CHUCK HUCKELBERRY LOOP PATH - INITIAL STRIPING (4" PAINT) (CL+EDGE LINES)	LF	8,532.00	\$ 1.15	\$ 9,811.80



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

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Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
58	2.4-202.421	CHUCK HUCKELBERRY LOOP PATH - STRIPING AFTER SEAL COAT (4" PAINT) (CL+EDGE LINES) (INCLUDES AMAZON PROPERTY - GMP#2 LIMITS)	LF	28,245.00	\$ 1.20	\$ 33,894.00
59	2.4-290.101	CHUCK HUCKELBERRY LOOP PATH - MODIFIED 211 CONCRETE COLLAR (FM TRACER WIRE TEST STATIONS IN ASPHALT)	EACH	6.00	\$ 550.00	\$ 3,300.00
60	2.4-295.100	CHUCK HUCKELBERRY LOOP PATH - POLYMER-MODIFIED MASTERSEAL (6-12 MONTHS AFTER INSTALLATION) (INCLUDING AMAZON FRONTAGE)	SY	16,738.00	\$ 2.60	\$ 43,518.80
61	-	-	-	-	\$ -	\$ -
62		COST OF CONSTRUCTION - LINE ITEMS SUBTOTAL				\$ 2,005,701.44
63		II. DESIGN-BUILDER CONTINGENCY				
64	299.001	UNFORESEEN CONDITIONS (NO DESIGN PLANS - UNKNOWN/REMAINING RISK) (3% of COST OF CONSTRUCTION)	AL	1.00	\$ 60,171.04	\$ 60,171.04
65	299.002	REPAIRS TO EXISTING CHL IRRIGATION SYSTEMS (UNKNOWN PIPELINES, VALVES, EMITTERS, ETC.)	AL	1.00	\$ 50,000.00	\$ 50,000.00
66	299.003	EXISTING MESQUITE BOSQUE/RIPARIAN HABITAT MITIGATION - NEW LANDSCAPING & IRRIGATION ENHANCEMENTS (TO BE COORDINATED WITH PCRFC/MARANA)	AL	1.00	\$ 267,691.86	\$ 267,691.86
67						\$ -
68	299.100	DESIGN-BUILDER CONTINGENCY - LINE ITEMS SUBTOTAL				\$ 377,862.90
69		SUBTOTAL A. (DIRECT CONSTRUCTION COSTS)				\$ 2,383,564.34



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
70		INDIRECT CONSTRUCTION COSTS				
71		III. GENERAL CONDITIONS				
72	2.2-300.003	DRINKING WATER	WK	16.00	\$ 25.00	\$ 400.00
73	2.2-300.004	PORTABLE RESTROOMS	MO	4.00	\$ 480.00	\$ 1,920.00
74	2.2-300.005	SMALL TOOLS	WK	16.00	\$ 600.00	\$ 9,600.00
75	2.2-300.010	TRASH DUMPSTER	MO	4.00	\$ 750.00	\$ 3,000.00
76	2.3-300.003	DRINKING WATER	WK	24.00	\$ 25.00	\$ 600.00
77	2.3-300.004	PORTABLE RESTROOMS	MO	6.00	\$ 480.00	\$ 2,880.00
78	2.3-300.005	SMALL TOOLS	WK	24.00	\$ 600.00	\$ 14,400.00
79	2.3-300.010	TRASH DUMPSTER	MO	6.00	\$ 750.00	\$ 4,500.00
80	2.4-300.003	DRINKING WATER	WK	16.00	\$ 25.00	\$ 400.00
81	2.4-300.004	PORTABLE RESTROOMS	MO	4.00	\$ 480.00	\$ 1,920.00
82	2.4-300.005	SMALL TOOLS	WK	16.00	\$ 600.00	\$ 9,600.00
83	2.4-300.010	TRASH DUMPSTER	MO	4.00	\$ 750.00	\$ 3,000.00
84	300.100	SUBTOTAL B. (III. GENERAL CONDITIONS)				\$ 52,220.00
85		SUBTOTAL C. (DIRECT COSTS + GENERAL CONDITIONS)				\$ 2,435,784.34
86	400.100	IV. DB OVERHEAD (9.33% of Subtotal C)	LS	1.00	\$ 227,258.68	\$ 227,258.68
87		SUBTOTAL D. (DIRECT COSTS + GENERAL CONDITIONS + OVERHEAD)				\$ 2,663,043.02
88	700.100	VII. CONSTRUCTION FEE (5% of Subtotal D)	LS	1.00	\$ 133,152.15	\$ 133,152.15
89	500.100	V.a. GENERAL LIABILITY INSURANCE (0.2876% of Subtotal D + VIII + V)	LS	1.00	\$ 8,041.86	\$ 8,041.86
90	500.200	V.b. BUILDERS RISK INSURANCE	LS	1.00	\$ -	\$ -
91	600.100	VI. PAYMENT & PERFORMANCE BONDS	LS	1.00	\$21,524.40	\$ 21,524.40
92		SUBTOTAL E. (SUBTOTAL D + VIII + V + VI + VII)				\$ 2,825,761.43
93	800.100	VIII. TOWN OF MARANA SALES TAX				\$ 185,511.24
94		GUARANTEED MAXIMUM PRICE (GMP)				\$ 3,011,272.67
95		IX. OWNER'S CONTINGENCY				
96	900.001	UNFORESEEN CONDITIONS (NO DESIGN PLANS - UNKNOWN/REMAINING RISK) (3% of GMP)	AL	1.00	\$ 90,338.18	\$ 90,338.18
97	900.002	3CFS15 RIPARIAN MITIGATION IN-LIEU FEE COLLECTION - POTENTIAL REALLOCATION TO LANDSCAPING/ IRRIGATION ENHANCEMENTS	AL	1.00	\$ 826,150.00	\$ 826,150.00
98	900.100	SUBTOTAL F. (OWNER'S CONTINGENCY)				\$ 916,488.18
99		TOTAL CONTRACT COST				\$ 3,927,760.85



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #2 - SCOPE OF WORK

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

BRIEF DESCRIPTION OF WORK:			
Restoration of the existing Chuck Huckelberry Loop (CHL) linear park pathway and amenities, along the west bank of the Santa Cruz River between the El Rio Neighborhood Park and the Crossroads at Silverbell District Park - after installation of the new 3CFS15 dual-pipe force main sewer system (Continental Ranch Regional Pump Station to Tres Rios WRF)			
LIST OF PLANS & SPECIFICATIONS USED FOR GMP#3			
	Document:	Prepared By:	Date:
1	Continental Ranch Regional Pump Station Force Main Augmentation Project (3CFS15) Phase 2 Design Plans	WestLand Resources, Inc.	11/10/22
2	IN-LIEU FEE DETERMINATION / Riparian Assessment & Mitigation Plans Continental Ranch Regional Pump Station Force Main Augmentation Project (3CFS15)	WestLand Resources, Inc.	12/20/22
3	Santa Cruz River Shared Use Path Project No.99-0003 - Path A	Castro Engineering	06/22/05
4	Borderland Redlines (GMP#3 clarifications/assumptions) on CRRPS Force Main Augmentation Project (3CFS15) Phase 2 Design Plans	Borderland Construction	01/16/23
5	Intergovernmental Agreement (IGA) CT-WW-23*037	Pima County Regional Flood Control District and Pima County for the Continental Ranch Regional Force Main Capital Improvement Project	08/15/22
	PCRFCFCD Asphalt Path Specification: <ul style="list-style-type: none"> • PAG #2 Mix (LV) – 2.5” • ABC = 4” over a compacted subgrade • Binder should be PG 70-22 or PG 76-22 and NOT PG 70-10 (selected based on a 50-blow Marshall mix that will be on the order of 5.5 to 6% by weight) • Use aggregate with low binder absorption properties. • In place air void content is 6.0% or less. Core samples taken every mile to confirm. The cored areas should then be repaired with hot mix vs. cool mix. 	Pima County Regional Flood Control District (w/Ninyo & Moore)	10/12/22
6	Standard Specifications for Public Improvements Volume 1	Pima Association of Governments (PAG)	2015
7	Standard Specifications for Public Improvements Volume 2 (Standard Details)	Pima Association of Governments (PAG)	2015
8	-	-	-



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
1	<p>Clarification - GMP#3 was specifically prepared to establish a construction budget and schedule for Chuck Huckelberry Loop linear park restorations without the benefit of detailed designs and specifications. As such, Borderland's primary objective for the GMP#3 package was to identify a construction scope that optimized constructability in coordination with PCRWRD's new 3CFS15 dual force main sewer system. Other cost/schedule influences/factors (such as stakeholder input, environmental concerns, adjacent neighborhood preferences, agency permitting, etc.) will require additional evaluation as part of future coordination efforts. Borderland will continue working with PCRWRD/PCRFCDD/Marana to identify potential risks/impacts and reconcile any scope changes, as they arise. Requirements/scope changes that arise from third-party reviews and approvals may require re-evaluation of the overall construction cost and schedule and/or reconciliation within the GMP contingencies.</p>
2	<p>Clarification - This GMP#3 schedule of values/scope of work has been phased/separated into multiple work packages so that restorations can begin in advantageous areas as soon as major sections of the PCRWRD pipeline project are completed.</p>
3	<p>Clarification - The construction schedule anticipates (3) major phases, following the installation of the dual force main pipeline project:</p> <ul style="list-style-type: none"> - Segment 2.2: EL RIO PRESERVE TO TWIN PEAKS RD (7,000± LF) - Segment 2.3: TWIN PEAKS RD TO PED BRIDGES NORTH OF CORTARO RD (8,100± LF) - Segment 2.4: PED BRIDGES NORTH OF CORTARO RD TO PHASE 1 (6,243± LF) <p>It is understood that restoration of each phase will require separate mobilizations in order to restore the existing CHL amenities as soon as possible after pipeline installation (without having to wait for full completion of the PCRWRD project). GMP#3 assumes each of the segments listed may be additionally slit into (2) sub-segments (of up to 4,500 LF each) in order to expedite path replacements.</p>
4	<p>Clarification - As a supplement to the 3CFS15 Phase 2 plans, Borderland has prepared redlined notes to document the clarifications, assumptions, and exclusions that were used as the baseline scoping for construction included in GMP#3. The redlines are based on previous discussions and coordination meetings and include numerous concepts that have <u>not</u> yet been designed, reviewed, or approved/accepted by PCRWRD (project owner), PCRFCDD (primary property owner), or the Town of Marana (local jurisdictional authority/operator of the Chuck Huckelberry Loop). The Borderland redlines are available as a future reference to the baseline costs and schedule detailed in GMP#3. Any future modifications to the redlined concepts/scope will require re-evaluation of the construction costs and schedule. Ultimately, GMP#3 construction line items (quantities, unit pricing, and scheduling) will need to be reconciled with final/approved designs, actual permitting requirements, and other owner conditions/timeframes.</p>
5	<p>Clarification - Due to the preliminary nature of the landscaping/irrigation restoration concepts, this GMP#3 was prepared in advance of a formal subcontractor selection process. Borderland has set aside allowances/contingencies for the landscaping/irrigation scope to establish the GMP#3 line item budgets. Prior to construction, Borderland will coordinate with PCRWRD/PCRFCDD to formally select a required subcontractor, based on qualifications and competitive pricing.</p>



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
6	<p>Clarification - At the time of preparation for GMP#3, a Pima County SBE goal had not been determined and/or provided to Borderland. Borderland previously provided documentation in regards to the high self-performance approach in our team's selection, the highly technical/complex scope of work, and lack of SBE opportunities within the specialized scope of work. As such, this GMP#3 anticipates a SBE goal no greater than 1.0% (assuming existing rip rap areas will be replaced by Rockridge Construction). If an SBE goal greater than 1.0% becomes a Pima County requirement, there may be impacts to the cost, schedule, and quality of work anticipated in this GMP#3 package and/or re-evaluation of the construction package may be required.</p>
7	<p>Clarification - We have established an assumed quantity and unit cost for removing/replacing the Chuck Huckelberry Loop asphalt path based on a new width dimensions of 16' wide. We will work with PCRFC/Marana to develop appropriate tapers at match points with the existing path that currently includes a width of 14'.</p>
8	<p>Clarification - We have established an assumed quantity and unit cost for replacing the Chuck Huckelberry Loop asphalt path based on a new pavement section specification provided by PCRFC:</p> <ul style="list-style-type: none"> • PAG #2 Mix (LV) – 2.5" • ABC = 4" over a compacted subgrade • Binder should be PG 70-22 or PG 76-22 and NOT PG 70-10 (selected based on a 50-blow Marshall mix that will be on the order of 5.5 to 6% by weight) • Use aggregate with low binder absorption properties. • In place air void content is 6.0% or less. Core samples taken every mile to confirm. The cored areas should then be repaired with hot mix vs. cool mix.
9	<p>Clarification - We have established an assumed quantity and unit cost for replacing the Chuck Huckelberry Loop concrete path (PCCP) based on the original project as-builts:</p> <ul style="list-style-type: none"> • 6" Concrete • Over a compacted subgrade
10	<p>Clarification - We previously established an assumed quantity and unit cost for removing/replacing existing handrail/barricade railing along the CHL bank protection and/or drainage structures as part of GMP#1. Actual replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations as part of GMP#1. Any unused/unnecessary budget will be credited back to PCRWRD.</p>
11	<p>SEGMENT 2.2 - EL RIO PRESERVE TO TWIN PEAKS RD</p>
12	<p>Clarification - Item 2.2-004.100: ALTA Land Survey (GMP#1 & GMP#2 qualification-based selection DB team member) will provide Construction Survey services, based on their review of asbuilt plans and field investigations. We will continue to work with ALTA to refine their specific scope and fee based on final/approved surface restorations coordinated with PCRFC and Marana. Actual services provided may need to be confirmed and reconciled within the GMP#3 contingencies.</p>
13	<p>Clarification - Item 2.2-005.100: Ninyo & Moore (GMP#1 & GMP#2 qualification-based selection DB team member) will provide Quality Control (Compaction/Concrete testing) services, based on their past project experience and professional recommendations. We will continue to work with Ninyo & Moore to refine their specific scope and fee based on final/sealed/approved/permitted plans and specifications. Actual services provided will need to be confirmed and reconciled within the GMP#3 contingencies.</p>



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
14	Clarification - Item 2.2-202.050: Quantity of existing signs/poles/enclosures is based on our field review of existing conditions during preparation of GMP#3 (no plans/details available). Actual replacements will be measured during construction. Billings to PCRWRD/PCRFCFCD will reflect actual quantities/installations as part of GMP#3. Any unused/unnecessary budget will be credited back to PCRWRD/PCRFCFCD.
15	Clarification - Item 2.2-202.102 thru 2.2-202.106: Quantity of existing cutoff walls is based on our field review of existing conditions during preparation of GMP#3, original pathway asbuilts, and assumption that PCCP portion of the path will need to be widened to 16' to match new asphalt path. Actual replacements will be measured during construction. Billings to PCRWRD/PCRFCFCD will reflect actual quantities/installations as part of GMP#3. Any unused/unnecessary budget will be credited back to PCRWRD/PCRFCFCD.
16	Clarification - Item 2.2-202.110: Quantity of decorative ribbon curb is based on our field review of existing conditions during preparation of GMP#3 (no plans/details available). Actual replacements will be measured during construction. Billings to PCRWRD/PCRFCFCD will reflect actual quantities/installations as part of GMP#3. Any unused/unnecessary budget will be credited back to PCRWRD/PCRFCFCD.
17	Clarification - Item 2.2-202.112 thru 2.2-202.113: Quantity of existing concrete header is based on our field review of existing conditions and original pathway asbuilts during preparation of GMP#3. Actual replacements will be measured during construction. Billings to PCRWRD/PCRFCFCD will reflect actual quantities/installations as part of GMP#3. Any unused/unnecessary budget will be credited back to PCRWRD/PCRFCFCD.
18	Clarification - Item 2.2-202.150: Quantity of existing dumped rip rap is based on our field review of existing conditions and original pathway asbuilts during preparation of GMP#3. Actual replacements will be measured during construction. Billings to PCRWRD/PCRFCFCD will reflect actual quantities/installations as part of GMP#3. Any unused/unnecessary budget will be credited back to PCRWRD/PCRFCFCD.
19	Clarification - Item 2.2-202.200 thru 2.2-202.210: The horizontal alignment, vertical profile, and cross-slope of the new path will be matched to the existing pathway (existing pathway will be asbuilt prior to demolition). The only changes to the new path will be the overall width (increasing to 16') and new PCRFCFCD asphalt specification. Material pricing (ABC, AC, and Concrete) are based on January 2023 prices and may require adjustment at the time of paving (based on material supplier price increases). Billings to PCRWRD/PCRFCFCD will reflect actual quantities/installations at the time of the work. Contingencies may be required to cover any material price increases. If prices do NOT increase, any unused/unnecessary budget will be credited back to PCRWRD/PCRFCFCD.
20	Clarification - Item 2.2-202.220: In order to allow for future irrigation systems along the CHL path, we have included the installation cost for (2) 4" diameter x 25' long PVC conduits at 500' spacing. Actual locations will be determined in coordination with PCRFCFCD/Marana. Billings to PCRWRD/PCRFCFCD will reflect actual quantities/installations as part of GMP#3. Any unused/unnecessary budget will be credited back to PCRWRD/PCRFCFCD.
21	Clarification - Item 2.2-202.420: Item includes striping of the centerline and edge lines immediately upon paving in areas of path replacement only (no striping of existing path included). We will work with PCRFCFCD/Marana to develop appropriate tapers at match existing path striping at paving match points.
22	Clarification - Item 2.2-202.421: Secondary item includes re-striping the CHL path centerline and edge lines for the entire limits of new seal coating (6-12 months after initial pavement replacement)



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
23	Clarification - Item 2.2-290.101: After paving, dual force main test station valve covers will be adjusted to finished asphalt elevation, including modified concrete collar.
24	Clarification - Item 2.2-295.100: Per PCRFC's asphalt specification, item has been established to provided seal coat of new CHL path 6-12 months after paving. Unit pricing is based on ADOT Escalator For The Month Of January 2023. Subcontractor negotiation of actual price to be determined at time of work. Unit price based on one (1) mobilization for all three segments of work, assuming 42,530 total SYs.
25	SEGMENT 2.3 - TWIN PEAKS RD TO PED BRIDGES NORTH OF CORTARO RD
26	Clarification - Item 2.3-004.100: ALTA Land Survey (GMP#1 & GMP#2 qualification-based selection DB team member) will provide Construction Survey services, based on their review of asbuilt plans and field investigations. We will continue to work with ALTA to refine their specific scope and fee based on final/approved surface restorations coordinated with PCRFC and Marana. Actual services provided may need to be confirmed and reconciled within the GMP#3 contingencies.
27	Clarification - Item 2.3-005.100: Ninyo & Moore (GMP#1 & GMP#2 qualification-based selection DB team member) will provide Quality Control (Compaction/Concrete testing) services, based on their past project experience and professional recommendations. We will continue to work with Ninyo & Moore to refine their specific scope and fee based on final/sealed/approved/permitted plans and specifications. Actual services provided will need to be confirmed and reconciled within the GMP#3 contingencies.
28	Clarification - Item 2.3-202.050: Quantity of existing signs/poles/enclosures is based on our field review of existing conditions during preparation of GMP#3 (no plans/details available). Actual replacements will be measured during construction. Billings to PCRWRD/PCRFC will reflect actual quantities/installations as part of GMP#3. Any unused/unnecessary budget will be credited back to PCRWRD/PCRFC.
29	Clarification - Item 2.3-202.102 thru 2.3-202.107: Quantity of existing cutoff walls is based on our field review of existing conditions during preparation of GMP#3, original pathway asbuilts, and assumption that PCCP portion of the path will need to be widened to 16' to match new asphalt path. Actual replacements will be measured during construction. Billings to PCRWRD/PCRFC will reflect actual quantities/installations as part of GMP#3. Any unused/unnecessary budget will be credited back to PCRWRD/PCRFC.
30	Clarification - Item 2.3-202.110: Quantity of decorative ribbon curb is based on our field review of existing conditions during preparation of GMP#3 (no plans/details available). Actual replacements will be measured during construction. Billings to PCRWRD/PCRFC will reflect actual quantities/installations as part of GMP#3. Any unused/unnecessary budget will be credited back to PCRWRD/PCRFC.
31	Clarification - Item 2.3-202.112 thru 2.3-202.113: Quantity of existing concrete header is based on our field review of existing conditions and original pathway asbuilts during preparation of GMP#3. Actual replacements will be measured during construction. Billings to PCRWRD/PCRFC will reflect actual quantities/installations as part of GMP#3. Any unused/unnecessary budget will be credited back to PCRWRD/PCRFC.



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
32	Clarification - Item 2.3-202.150: Quantity of existing dumped rip rap is based on our field review of existing conditions and original pathway asbuilts during preparation of GMP#3. Actual replacements will be measured during construction. Billings to PCRWRD/PCRFCFCD will reflect actual quantities/installations as part of GMP#3. Any unused/unnecessary budget will be credited back to PCRWRD/PCRFCFCD.
33	Clarification - Item 2.3-202.200 thru 2.3-202.210: The horizontal alignment, vertical profile, and cross-slope of the new path will be matched to the existing pathway (existing pathway will be asbuilt prior to demolition). The only changes to the new path will be the overall width (increasing to 16') and new PCRFCFCD asphalt specification. Material pricing (ABC, AC, and Concrete) are based on January 2023 prices and may require adjustment at the time of paving (based on material supplier price increases). Billings to PCRWRD/PCRFCFCD will reflect actual quantities/installations at the time of the work. Contingencies may be required to cover any material price increases. If prices do NOT increase, any unused/unnecessary budget will be credited back to PCRWRD/PCRFCFCD.
34	Clarification - Item 2.3-202.220: In order to allow for future irrigation systems along the CHL path, we have included the installation cost for (2) 4" diameter x 25' long PVC conduits at 500' spacing. Actual locations will be determined in coordination with PCRFCFCD/Marana. Billings to PCRWRD/PCRFCFCD will reflect actual quantities/installations as part of GMP#3. Any unused/unnecessary budget will be credited back to PCRWRD/PCRFCFCD.
35	Clarification - Item 2.3-202.420: Item includes striping of the centerline and edge lines immediately upon paving in areas of path replacement only (no striping of existing path included). We will work with PCRFCFCD/Marana to develop appropriate tapers at match existing path striping at paving match points.
36	Clarification - Item 2.3-202.421: Secondary item includes re-striping the CHL path centerline and edge lines for the entire limits of new seal coating (6-12 months after initial pavement replacement)
37	Clarification - Item 2.3-290.101: After paving, dual force main test station valve covers will be adjusted to finished asphalt elevation, including modified concrete collar.
38	Clarification - Item 2.3-295.100: Per PCRFCFCD's asphalt specification, item has been established to provided seal coat of new CHL path 6-12 months after paving. Unit pricing is based on ADOT Escalator For The Month Of January 2023. Subcontractor negotiation of actual price to be determined at time of work. Unit price based on one (1) mobilization for all three segments of work, assuming 42,530 total SYs.
39	SEGMENT 2.4 - PED BRIDGES NORTH OF CORTARO RD TO PHASE 1
40	Clarification - Item 2.4-001.200: Item allows for a temporary earthen ramp to be constructed to provide paving equipment access from the existing access road on the west bank of the Santa Cruz River to CHL (behind soil cement bank protection) where no maintenance/equipment access is currently available. After paving, temporary ramps will be removed.
41	Clarification - Item 2.4-004.100: ALTA Land Survey (GMP#1 & GMP#2 qualification-based selection DB team member) will provide Construction Survey services, based on their review of asbuilt plans and field investigations. We will continue to work with ALTA to refine their specific scope and fee based on final/approved surface restorations coordinated with PCRFCFCD and Marana. Actual services provided may need to be confirmed and reconciled within the GMP#3 contingencies.



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
42	Clarification - Item 2.4-005.100: Ninyo & Moore (GMP#1 & GMP#2 qualification-based selection DB team member) will provide Quality Control (Compaction/Concrete testing) services, based on their past project experience and professional recommendations. We will continue to work with Ninyo & Moore to refine their specific scope and fee based on final/sealed/approved/permitted plans and specifications. Actual services provided will need to be confirmed and reconciled within the GMP#3 contingencies.
43	Clarification - Item 2.4-202.050: Quantity of existing signs/poles/enclosures is based on our field review of existing conditions during preparation of GMP#3 (no plans/details available). Actual replacements will be measured during construction. Billings to PCRWRD/PCRFCFCD will reflect actual quantities/installations as part of GMP#3. Any unused/unnecessary budget will be credited back to PCRWRD/PCRFCFCD.
44	Clarification - Item 2.4-202.200 thru 2.4-202.210: The horizontal alignment, vertical profile, and cross-slope of the new path will be matched to the existing pathway (existing pathway will be asbuilt prior to demolition). The only changes to the new path will be the overall width (increasing to 16') and new PCRFCFCD asphalt specification. Material pricing (ABC, AC, and Concrete) are based on January 2023 prices and may require adjustment at the time of paving (based on material supplier price increases). Billings to PCRWRD/PCRFCFCD will reflect actual quantities/installations at the time of the work. Contingencies may be required to cover any material price increases. If prices do NOT increase, any unused/unnecessary budget will be credited back to PCRWRD/PCRFCFCD.
45	Clarification - Item 2.4-202.220: In order to allow for future irrigation systems along the CHL path, we have included the installation cost for (2) 4" diameter x 25' long PVC conduits at 500' spacing. Actual locations will be determined in coordination with PCRFCFCD/Marana. Billings to PCRWRD/PCRFCFCD will reflect actual quantities/installations as part of GMP#3. Any unused/unnecessary budget will be credited back to PCRWRD/PCRFCFCD.
46	Clarification - Item 2.4-202.420: Item includes striping of the centerline and edge lines immediately upon paving in areas of path replacement only (no striping of existing path included). We will work with PCRFCFCD/Marana to develop appropriate tapers at match existing path striping at paving match points.
47	Clarification - Item 2.4-202.421: Secondary item includes re-striping the CHL path centerline and edge lines for the entire limits of new seal coating (6-12 months after initial pavement replacement)
48	Clarification - Item 2.4-290.201: After paving, dual force main test station valve covers will be adjusted to finished asphalt elevation, including modified concrete collar.
49	Clarification - Item 2.4-295.100: Per PCRFCFCD's asphalt specification, item has been established to provided seal coat of new CHL path 6-12 months after paving. Unit pricing is based on ADOT Escalator For The Month Of January 2023. Subcontractor negotiation of actual price to be determined at time of work. Unit price based on one (1) mobilization for all three segments of work, assuming 42,530 total SYs. Quantity includes the new CHL along the frontage of Amazon that was constructed with GMP#2.



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
50	Clarification - Item 299.001: Per Article 5 of Appendix F of the contract, and based on the preliminary nature of the 30% design, an overall Design-Builder contingency amount of 3.0% (relative to direct cost construction) was established for potential items of remaining/unknown risk that could not be reasonably identified at the time GMP#3 was prepared. Prior to any use/allocation of the DB contingency amount, Borderland will provide PCRWRD/PCRFCFCD a notice/application for review and approval. If/when it becomes apparent that an anticipated line item contingency will not be used, and with PCRWRD/PCRFCFCD direction/approval, the DB contingency budgets may be revised and/or reallocated to other actual project costs. The amount of DB Contingency that is unused during construction will be returned as a credit to PCRWRD/PCRFCFCD.
51	Clarification - DB Contingency Item 299.002: Based on the established/developed CHL linear park, a generic DB contingency amount of \$50,000 was established for repair and replacement of existing landscape irrigation systems that are currently unknown and that could not be reasonably identified at the time GMP#3 was prepared. Billings to this item will not occur without prior approval from PCRWRD/PCRFCFCD and the amount unused during construction will be returned as a credit to PCRWRD/PCRFCFCD.
52	Clarification - DB Contingency Item 299.003: Based on the need to restore the existing Mesquite Bosque and impacted riparian areas (after dual force main installation), we have established a contingency budget for new landscaping/irrigation elements based on the original IGA funding commitment between PCRFCFCD and PCRWRD. Borderland will work closely with PCRFCFCD to scope and install new landscaping/irrigation within the set aside contingency amount, as directed by PCRFCFCD. Billings to this item will not occur without prior approval from PCRFCFCD and the amount unused during construction will be returned as a credit to PCRWRD/PCRFCFCD.
53	Clarification - Item 900.001: Per Article 5 of Appendix F of the contract, an Owner's (COUNTY) Contingency is a sum of money in the Contract but not included in the GMP that may be used at the discretion of COUNTY to cover any increases in Project costs that result from COUNTY directed changes, changed site conditions, or additional costs of Allowance Items the cost of which exceeds the Allowance therefor. County's Contingency will be added to the GMP amount provided by Design-Builder, the sum of which will be the full Contract price for construction. Markups for Construction Fee, taxes, and overhead will be applied by Design-Builder at the time that County's Contingency is used. Based on the preliminary nature of the 30% design, an overall Owner's Contingency of 3.0% (relative to total DB GMP amount) was established for potential items of remaining/unknown risk that could not be reasonably identified at the time the cost model was prepared. The amount of COUNTY Contingency that is unused during construction will be returned as a credit to PCRWRD/PCRFCFCD.
54	Clarification - Owner's Contingency Item 900.002: Based on the preliminary nature of the 30% design, a generic unforeseen conditions contingency amount of 2.43% (relative to direct cost construction) was established for the discretion of COUNTY to cover any increases in Project costs that result from COUNTY directed changes, changed site conditions, or additional costs that could not be reasonably identified at the time GMP#1 was prepared.
55	Clarification - Owner's Contingency Item 900.002: An Owner's Contingency amount has been set aside matching the PCRFCFCD Riparian Area mitigation fees calculated for the dual force main project. It is understood any/all in-lieu fees contributing to improvements within GMP#3 will be defined and directed (at a future date) by PCRFCFCD.
56	- not used -



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
57	Assumption - We've assumed a 2-year bond will be required for the project.
58	Assumption - Use of native material for all subgrade is acceptable.
59	- not used -
60	Exclusion - Design/engineering/landscape architecture services are not specifically included in GMP#3. If design/engineering/landscape architecture services become a need/requirement for the surface restoration package, the corresponding scope/budget will need to be assigned to one of the specific allowances/contingencies budgets identified and/or addressed with a separate contract amendment.
61	Exclusion - No budget has been included to address SWPPP. SWPPP maintenance during construction will occur as part of the GMP#1 and/or GMP#2 scope of work.
62	Exclusion - No budget has been included to address NPPO scope/mitigation. It is understood any/all NPPO costs will be handled outside the construction contract.
63	Exclusion - No budget has been included to address USACE 404/408 permitting fees. It is understood any/all 404/408 permitting costs will be handled outside the construction contract.
64	Exclusion - Between Sta.105+00 and Sta.135+00 (3CFS15 - Phase 2 plans) the existing CHL path will remain in-place (will not be impacted by the dual force main project). As such, we have excluded replacement of the path in this area. However, this section of pathway will be replaced at the time of Marana's future waterline project (WT035).
65	Exclusion - No budget has been included to address the existing DG path adjacent to and paralleling the Chuck Huckelberry Loop shared-use asphalt path, between Cortaro Road and Ina Road. If required/necessary, DG replacement will need to be addressed with project contingencies.

Borderland

DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #4 - ANTICIPATED CONSTRUCTION SCHEDULE

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

ID	Task Name	Duration	Start	Finish	Quarter	1st Quarter			3rd Quarter			1st Quarter			3rd Quarter		
					Sep	Nov	Jan	Mar	May	Jul	Sep	Nov	Jan	Mar	May	Jul	Sep
1	GMP#1 DUAL FORCE MAIN CONSTRUCTION SERVICES	357 days	Mon 10/24/22	Tue 3/5/24													
2	<i>Construct Phase 2 - CRRPS to Silverbell Gateway Apts</i>	357 days	Mon 10/24/22	Tue 3/5/24													
3	Borderland Dual HDPE Force Main Installations (23,500± LF):	356 days	Mon 10/24/22	Mon 3/4/24													
4	2.1 - CRRPS Connection to SCR Bank Protection near El Rio Preserve (2,200± LF)	40 days	Mon 10/24/22	Fri 12/16/22													
5	2.2 - El Rio Preserve to Twin Peaks Rd HDD (6,800± LF)	100 days	Mon 12/19/22	Fri 5/5/23													
6	2.3 - Twin Peaks Rd HDD to North of Pedestrian Bridges at Cortaro Rd (8,500± LF)	140 days	Mon 5/8/23	Fri 11/17/23													
7	2.4 - Phase 2.3: North of Pedestrian Bridges at Cortaro Rd to Phase 1 (6,000± LF)	76 days	Mon 11/20/23	Mon 3/4/24													
8	PCRWRD Field Engineering Inspections and Testing	356 days	Mon 10/24/22	Mon 3/4/24													
11	Dual Force Main Substantial Completion	1 day	Tue 3/5/24	Tue 3/5/24													3/5
12	GMP#3 PCRFC D SURFACE RESTORATIONS	447 days	Mon 1/16/23	Tue 10/1/24													
13	PCRWRD/PCRFC D Review/Approval of GMP#3	56 days	Mon 1/16/23	Mon 4/3/23													
14	PCRWRD/PCRFC D Approval of GMP#3 - Issuance of Notice-to-Proceed	1 day	Tue 4/4/23	Tue 4/4/23													4/4
15	CONSTRUCTION OF SURFACE RESTORATIONS	390 days	Wed 4/5/23	Tue 10/1/24													
16	PCRFC D/PCRWRD/Marana Inspections and Testing	389 days	Wed 4/5/23	Mon 9/30/24													
19	2.2 - El Rio Preserve to Twin Peaks Rd HDD (6,800± LF)	80 days	Wed 4/5/23	Tue 7/25/23													
20	2.3 - Twin Peaks Rd HDD to North of Pedestrian Bridges at Cortaro Rd (8,500±)	110 days	Wed 7/26/23	Tue 12/26/23													
21	2.4 - Phase 2.3: North of Pedestrian Bridges at Cortaro Rd to Phase 1 (6,000± LF)	75 days	Mon 1/1/24	Fri 4/12/24													
22	Potential Weather Delays	15 days	Mon 4/15/24	Fri 5/3/24													
23	Surface Restoration Substantial Completion	1 day	Mon 5/6/24	Mon 5/6/24													5/6
24	CHL Asphalt Path Seal Coat & Final Striping	43 days	Thu 8/1/24	Mon 9/30/24													
25	Surface Restoration Final Completion	1 day	Tue 10/1/24	Tue 10/1/24													10/1

Borderland

DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #5 - CASH-FLOW FORECAST

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

Estimated Monthly Cash-Flow Forecast* (\$,000s)																								
Major Work Areas	Fiscal Year:	FY22-23 Work					FY23-24 Work										FY24-25 Work							
	Work Performed:	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	
	To be Invoiced:	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	
SEGMENT 2.2																								
EL RIO PRESERVE TO TWIN PEAKS RD		0	0	193	193	193	193	0	0	0	0	0	0	0	0	0	0	0	0	27	27	0	0	
SEGMENT 2.3																								
TWIN PEAKS RD TO PED BRIDGES NORTH OF CORTARO RD		0	0	0	0	0	0	118	118	118	118	118	118	0	0	0	0	0	0	0	33	33	0	0
SEGMENT 2.4																								
PED BRIDGES NORTH OF CORTARO RD TO PHASE 1		0	0	0	0	0	0	0	0	0	0	0	0	82	82	82	82	0	0	39	39	0	0	
DB Contingency		0	0	36	36	36	36	22	22	22	22	22	22	16	16	16	16	0	0	19	19	0	0	
Other indirect costs (GC's, fees, taxes, etc.)		0	0	60	60	60	60	37	37	37	37	37	37	26	26	26	26	0	0	31	31	0	0	
--																								
Monthly Subtotals		0	0	289	289	289	289	177	177	177	177	177	177	124	124	124	124	0	0	147	147	0	0	
FY Subtotals		\$867,843.82					\$1,848,535.29										\$294,893.55							
Project Total***		\$3,011,272.67																						
*Estimated amounts reflect anticipated installations/work completed by months end																								
**Forecast assumes NTP on/before April 4, 2023																								
***Forecast Total does NOT include unencumbered Owners Contingency amount of: \$916,488.18																								



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #6 - ANTICIPATED SUBCONTRACTOR PARTICIPATION

GMP#3 - CONSTRUCTION OF CHL SURFACE RESTORATIONS

Updated: March 16, 2023

LIST OF ANTICIPATED SUBCONTRACTOR PARTICIPATION						
	Scope of Work:	Subcontractor	Selection Based on:	Anticipated Subcontractor Participation		
				SBE Status? (YES/NO)	Estimated Subcontract Value (\$)	Estimated Participation (%)
1	Landscaping/Irrigation	TBD	Quals and Price	NO	\$ 321,866.86	10.69%
2	Striping	Arrow Striping*	Quals and Price	NO	\$ 135,534.75	4.50%
3	Seal Coat	Sunland Asphalt	Quals and Price	NO	\$ 105,847.50	3.52%
4	Construction Survey	ALTA Land Survey*	Quals and Price	NO	\$ 91,475.00	3.04%
5	Rip Rap	Rockridge Construction*	Quals and Price	YES	\$ 64,849.00	2.15%
6	QA/QC Testing	Ninyo & Moore*	Quals	NO	\$ 20,292.00	0.67%
7						0.00%
8						0.00%
9						0.00%
10						0.00%
11						0.00%
12						0.00%
13						0.00%
14	Anticipated Subcontractor Total Value (M, L, E)				\$ 739,865.11	24.57%
15	Anticipated Self-Performance Total Value (M, L, E)				\$2,271,407.56	75.43%

*Subcontractor included on original Design-Build team selected as part of Pima County SFQ-PO-2000008

ANTICIPATED SBE GOAL SUMMARY		
BORDERLAND GMP#3 AMOUNT	=	\$3,011,272.67
PIMA COUNTY SBE PARTICIPATION GOAL - GMP#3 (%)	=	<u>1.00%</u>
PIMA COUNTY SBE PARTICIPATION GOAL - GMP#3 (\$)	=	\$30,112.73
Anticipated SBE Participation Total	=	\$64,849.00
Anticipated SBE Participation Total (%)	=	2.15%
SBE Participation Goal Anticipated to be Met (Yes/No)	=	YES

End of Exhibit E

RIDER

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

To be attached to and form a part of:

Bond No. 107347448

Type of Bond: Performance and Payment

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

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

the bond amount per Amendment 4 adding GMP 3 and extend termination date to 02/28/2025

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

To: Thirty Five Million Five Hundred Ninety Nine Thousand Two Hundred Thirty Seven and 87/100 (\$35,599,237.87)

This rider is effective March 17, 2023.

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

Signed this 17th day of March, 2023.

Borderland Construction Company, Inc.
(Principal)

By: [Signature]

Travelers Casualty and Surety Company of America

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

*Rider Accepted By: Pima County
(Obligee)

By: _____



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

POWER OF ATTORNEY

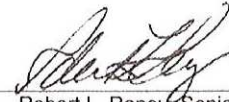
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

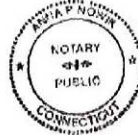
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

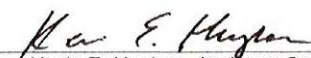
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **March**, 2023




Kevin E. Hughes, Assistant Secretary

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