



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

Award Contract Grant

Requested Board Meeting Date: 04/19/2022

** = Mandatory, information must be provided*

or Procurement Director Award:

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

Borderland Construction Company, Inc.

***Project Title/Description:**

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

***Purpose:**

Amendment: Contract No. CT-WW-16-208, Amendment No. Nine (9). This amendment incorporates Line Item Reconciliation No. 3 (LIR-3) to reconcile GMP-3 line items and the scope of work to reflect adjustments in quantities, and unit costs, and increases the total contract amount by \$829,240.50 for a cumulative not-to-exceed amount of \$43,755,488.78. Administering Department: Regional Wastewater Reclamation.

***Procurement Method:**

Pursuant to Solicitation For Qualifications No. 187502, on 02/16/16, the Board of Supervisors awarded a contract for this project in the amount of \$576,735.21 for preconstruction services for a contract term of 02/16/16 to 07/31/20.

Amendment No One (1) approved by the Board of Supervisors on 05/02/17, incorporated GMP-1 into the contract in the amount of \$1,325,211.19 for a cumulative not-to-exceed amount of \$1,901,946.40.

Amendment No. Two (2) approved by the Board of Supervisors on 11/21/17, incorporated GMP-2 into the contract in the amount of \$12,902,005.26 for a cumulative not-to-exceed amount of \$15,803,951.66.

Change Order No. Three (3) approved by the Procurement Director on 02/11/19, closed out GMP-1 and reduced the contract by \$183,410.62 for a cumulative not-to-exceed amount of \$15,620,541.04.

Change Order No. Four (4) approved by the Procurement Director on 02/11/2019, closed out GMP-2 and reduced the contract by \$1,412,332.49 for a cumulative not-to-exceed amount of \$14,208,208.55.

Amendment No. Five (5) approved by the Board of Supervisors on 02/04/20, extended the contract term to 06/30/23 with no additional funds required.

Amendment No. Six (6) approved by the Board of Supervisors on 11/10/20, incorporated GMP-3 into the contract in the amount of \$28,718,039.73 for a cumulative not-to-exceed amount of \$42,926,248.28.

Amendment No. Seven (7) approved by the Procurement Director on 04/13/21, incorporated GMP-3 LIR-1 into the contract without increase to the total contract amount or construction days.

Amendment No. Eight (8) approved by the Procurement Director on 11/03/21, incorporated GMP-3 LIR-2 into the contract without increase to the total contract amount or construction days.

Attachment: Amendment No. Nine (9).

***Program Goals/Predicted Outcomes:**

This project provides for the construction of a gravity system to carry tributary flows from the Arizona State Prison Complex (ASPC) west along the Old Vail Rd. and then north along the Old Nogales Hwy. to the Hughes Access Rd. area. From there, flows will continue traveling north along the Old Nogales Interceptor (ONI) alignment, discharging into the Southeast Interceptor (SEI) near the intersection of 36th St. and 2nd Ave. The Park Avenue Sewer augmentation shall consist of diverting sewer flows at the intersection of Park Ave and Drexel Rd. along Drexel Rd. to the ONI.

***Public Benefit:**

Construction of this project provides for the augmentation of existing conveyance systems and for construction of a new gravity conveyance sewer to support the anticipated future development along the Aerospace Corridor.

***Metrics Available to Measure Performance:**

Project schedule, Contract Fee Schedule and Established Milestones.

***Retroactive:**

No.

TO:OOB 4-6-2022 (1)
Vers.: 51 pgs.: 42

04-06 '22 PM03:4

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
Vendor is using a Social Security Number? Yes No

Amendment / Revised Award Information

Document Type: CT Department Code: WW Contract Number (i.e., 15-123): 16-208
Amendment No.: 9 AMS Version No.: 51
Commencement Date: 04/19/22 New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$ 829,240.50
Is there revenue included? Yes No If Yes \$

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

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

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

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:
*Match funding from General Fund? Yes No If Yes \$ %
*Match funding from other sources? Yes No If Yes \$ %
Funding Source:

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

Contact: Keith E. Rogers Digitally signed by Keith E. Rogers Date: 2022.04.01 09:02:26 -07'00' Scott Loomis Digitally signed by Scott Loomis Date: 2022.04.01 10:16:02 -07'00'
Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2022.04.01 16:06:03 -07'00' Telephone: 520-724-3542

Department Director Signature: [Signature] Date: 4/4/22
Deputy County Administrator Signature: [Signature] Date: 4/5/2022
County Administrator Signature: [Signature] Date: 4/6/2022

PIMA COUNTY DEPARTMENT REGIONAL WASTEWATER RECLAMATION DEPARTMENT

PROJECT: Construction Manager at Risk Services for Old Nogales Interceptor/Aerospace Corridor/Park Avenue Sewer Augmentation Project No. 3ASC15

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

CONTRACT NO.: CT-WW-16-208

AMENDMENT NO.: Nine (9)

FUNDING: Regional Wastewater Reclamation Department Obligations

CONTRACT TERM: 02/16/2016 - 07/31/2020	ORIGINAL CONTRACT AMOUNT:	\$	576,735.21
TERMINATION PRIOR AMENDMENT: 06/30/2023	PRIOR AMENDMENT(S):	\$	42,349,513.07
TERMINATION THIS AMENDMENT: 06/30/2023	AMOUNT THIS AMENDMENT:	\$	829,240.50
	REVISED CONTRACT AMOUNT:	\$	43,755,488.78

CONSTRUCTION CONTRACT AMENDMENT

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

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

WHEREAS, construction of project Phases 1 and 3 are complete; and

WHEREAS, Guaranteed Maximum Price-3 (GMP-3) was incorporated into the contract via Contract Amendment No. Six (6) to provide for all Phase 2 construction activities; and

WHEREAS, Line Item Reconciliation No. 1 (LIR-1) and Line Item Reconciliation No. 2 (LIR-2) were incorporated into the contract via Contract Amendment No. Seven (7) and No. Eight (8) to reconcile GMP-3 line items and the Scope of Work to reflect adjustments in quantities and unit costs with no change to the total contract amount or construction days; and

WHEREAS, COUNTY and CONTRACTOR mutually agree to incorporate Line Item Reconciliation No. 3 (LIR-3), into the contract to further reconcile GMP-3 line items and Scope of Work to reflect adjustments in quantities and unit costs; and

WHEREAS, COUNTY and CONTRACTOR, pursuant to Article 3, have agreed to increase the Contract amount due to unforeseen price increases to the PVC pipe required for this project; and

WHEREAS, COUNTY and CONTRACTOR mutually agree to reduce Contractors Contingency to minimize the increase to the Cost of Construction for the project.

NOW, THEREFORE, it is agreed as follows:

The total cost of Guaranteed Maximum Price No. Three (GMP-3) construction services increases by \$829,240.50.

REDUCE: Contractor's Contingency by \$92,214.29 from \$342,752.86 to \$250,538.57.

INCREASE: Cost of Construction by \$775,654.04 from \$22,127,561.77 to \$22,903,215.81 as detailed in LIR-3.

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

Insert after the fourth paragraph of Section B, incorporated in Contract Amendment No. Six (6):

Guaranteed Maximum Price-3 (GMP-3) for all construction activities and coordination of community relations prior to the commencement of construction and during construction as identified in ATTACHMENT TWO (2) to APPENDIX "C" is Twenty-Nine Million, Five Hundred Forty-Seven Thousand, Two Hundred Eighty Dollars and Twenty-Three Cents (\$29,547,280.23). COUNTY reserves the right to negotiate the construction fee, overhead rate, and all other elements of future GMPs, if any.

ADD: ATTACHMENT FIVE (5) to APPENDIX "C" – Line Item Reconciliation No. 3 (LIR-3) (31 pages), dated March 24, 2022.

ADD: ATTACHMENT SIX (6) to APPENDIX "C" – Remaining Pipe Purchase – Material Cost Comparison (9 pages).

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:

CONTRACTOR:



Chair, Board of Supervisors

Signature

Date

Todd Adams, Vice President
Name and Title (Please Print)

04-04-2022
Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

Neil Poston
Printed Name

4/4/2022
Date

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

CONTRACT AMENDMENT #9 (CA#9) - REVISION SUMMARY

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

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

REVISED GMP#3 - LIR#2	
CONSTRUCTION	AMOUNT
CONSTRUCTION COSTS:	
I. Cost of Construction	\$ 22,127,561.77
II. CMAR Contingency	\$ 342,752.86
SUBTOTAL <i>(I.+II.)</i>	\$ 22,470,314.63
INDIRECT CONSTRUCTION COSTS:	
III. General Conditions	\$ 800,006.60
IV. Overhead	\$ 2,194,391.29
V. Railroad Insurance	\$ 2,500.00
VI. General Liability Insurance	\$ 76,905.53
VII. Payment and Performance Bonds	\$ 171,645.53
SUBTOTAL <i>(I.+II.+III.+IV.+V.+VI.+VII.)</i>	\$ 25,715,763.58
VIII. Construction Fee	\$ 1,273,235.63
SUBTOTAL <i>(I.+II.+III.+IV.+V.+VI.+VII.+VIII.)</i>	\$ 26,988,999.21
IX. Arizona Gross Receipts Tax	\$ 1,429,040.52
GUARANTEED MAXIMUM PRICE (GMP)	\$ 28,418,039.73
OTHER PROJECT COSTS:	
X. Owner's Contingency	\$ 300,000.00
TOTAL CONTRACT COST	\$ 28,718,039.73

REVISED GMP#3 - CA#9		
CONSTRUCTION	CA#9 TOTAL AMOUNT	DIFFERENCE FROM LIR#2
CONSTRUCTION COSTS:		
I. Cost of Construction	\$ 22,903,215.81	\$ 775,654.04
II. CMAR Contingency	\$ 250,538.57	\$ (92,214.29)
SUBTOTAL <i>(I.+II.)</i>	\$ 23,153,754.38	\$ 683,439.75
INDIRECT CONSTRUCTION COSTS:		
III. General Conditions	\$ 800,006.60	\$ -
IV. Overhead	\$ 2,258,839.66	\$ 64,448.37
V. Railroad Insurance	\$ 2,500.00	\$ -
VI. General Liability Insurance	\$ 79,164.00	\$ 2,258.47
VII. Payment and Performance Bonds	\$ 171,645.53	\$ -
SUBTOTAL <i>(I.+II.+III.+IV.+V.+VI.+VII.)</i>	\$ 26,465,910.17	\$ 750,146.59
VIII. Construction Fee	\$ 1,310,630.03	\$ 37,394.40
SUBTOTAL <i>(I.+II.+III.+IV.+V.+VI.+VII.+VIII.)</i>	\$ 27,776,540.20	\$ 787,540.99
IX. Arizona Gross Receipts Tax	\$ 1,470,740.03	\$ 41,699.51
GUARANTEED MAXIMUM PRICE (GMP)	\$ 29,247,280.23	\$ 829,240.50
OTHER PROJECT COSTS:		
X. Owner's Contingency	\$ 300,000.00	\$ -
TOTAL CONTRACT COST	\$ 29,547,280.23	\$ 829,240.50

CA#9 addresses:

1. Purchase of Remaining 36" PVC pipe - Unit Price Increase from PVC Manufacturer
2. Reconciliation of Jack&Bore installations at UPRR Spurline and Valencia Rd (move cost from CMAR Contingency to Individual Line Items)

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - LINE ITEM ADJUSTMENT SUMMARY

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

LEGEND: *RED ITALICS* = QUANTITY/UNIT COST REDUCTION

BLUE ITALICS = QUANTITY/UNIT COST INCREASE

LINE ITEM COSTS - BASED ON LINE ITEM REALLOCATION #2						
Line No.	Item No.	Item Description	Unit	Qty	Unit Cost	Extended Amount
1		L. COST OF CONSTRUCTION - LINE ITEMS				
2	001.100	MOBILIZATION	LS	1	\$ 80,450.01	\$ 80,450.01
3	002.100	SWPPP	LS	1	\$ 147,899.83	\$ 147,899.83
4	003.100	CLEAR AND GRUB	ACRE	47.5	\$ 2,051.90	\$ 97,465.25
5	004.100	POTHOLING (EXISTING UTILITIES)	EACH	70	\$ 785.51	\$ 54,985.70
6	005.100	HYDRO SEEDING	ACRE	47.5	\$ 2,982.28	\$ 141,658.30
7	006.100	TRAFFIC CONTROL	LS	1	\$ 332,363.80	\$ 332,363.80
8	007.100	PUBLIC RELATIONS	MO	22	\$ 7,509.09	\$ 165,199.98
9	008.100	SURVEYING AND AS-BUILTS	LS	1	\$ 199,600.00	\$ 199,600.00
10	009.100	COMPACTION / CONCRETE TESTING	LS	1	\$ 196,370.00	\$ 196,370.00
11	010.100	CLEAN UP RIGHT OF WAY	ACRE	47.5	\$ 781.44	\$ 37,118.40
12	011.100	CONSTRUCTION WATER	MGAL	46566	\$ 6.30	\$ 293,365.80
13	012.100	PERMIT ALLOWANCE	AL	1	\$ 77,725.00	\$ 77,725.00
14	013.100	AIRPORT PERMIT AND COMPLIANCE	AL	1	\$ 5,000.00	\$ 5,000.00
15	101.001	REMOVE EXISTING END CAP/ CONNECT TO EXIST. SEI MANHOLE STUB	EACH	1	\$ 53,308.17	\$ 53,308.17
16	104.002	REMOVE EXISTING CHAIN LINK FENCE AND REPLACE IN KIND (STA.16+50 To STA.27+00) (BORDERLAND YARD)	LF	1050	\$ 23.14	\$ 24,297.00
17	104.002B	REMOVE EXISTING CHAIN LINK FENCE AND REPLACE WITH DOUBLE GATE (STA.16+50 & STA.27+00) (BORDERLAND YARD)	EACH	2	\$ 1,400.00	\$ 2,800.00
18	104.005	REMOVE EXISTING CHAIN LINK FENCE AND REPLACE IN KIND (STA.49+00 To STA.51+00)	LF	515	\$ 40.42	\$ 20,816.30
19	104.018	REMOVE EXISTING CHAIN LINK FENCE AND REPLACE IN KIND (STA.162+00 To STA.168+00)	LF	600	\$ 36.97	\$ 22,182.00

LINE ITEM COSTS - BASED ON CA#9					
Quantity Adjustment	Updated Quantity	Unit Cost Adjustment	Updated Unit Cost	Updated Extended Amount	Difference (vs Orig.)
0	1	\$ -	\$ 80,450.01	\$ 80,450.01	\$ -
0	1	\$ -	\$ 147,899.83	\$ 147,899.83	\$ -
0	47.5	\$ -	\$ 2,051.90	\$ 97,465.25	\$ -
0	70	\$ -	\$ 785.51	\$ 54,985.70	\$ -
0	47.5	\$ -	\$ 2,982.28	\$ 141,658.30	\$ -
0	1	\$ -	\$ 332,363.80	\$ 332,363.80	\$ -
0	22	\$ -	\$ 7,509.09	\$ 165,199.98	\$ -
0	1	\$ -	\$ 199,600.00	\$ 199,600.00	\$ -
0	1	\$ -	\$ 196,370.00	\$ 196,370.00	\$ -
0	47.5	\$ -	\$ 781.44	\$ 37,118.40	\$ -
0	46566	\$ -	\$ 6.30	\$ 293,365.80	\$ -
0	1	\$ -	\$ 77,725.00	\$ 77,725.00	\$ -
0	1	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -
0	1	\$ -	\$ 53,308.17	\$ 53,308.17	\$ -
0	1050	\$ -	\$ 23.14	\$ 24,297.00	\$ -
0	2	\$ -	\$ 1,400.00	\$ 2,800.00	\$ -
0	515	\$ -	\$ 40.42	\$ 20,816.30	\$ -
0	600	\$ -	\$ 36.97	\$ 22,182.00	\$ -

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - LINE ITEM ADJUSTMENT SUMMARY

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

LEGEND: *RED ITALICS* = QUANTITY/UNIT COST REDUCTION

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LINE ITEM COSTS - BASED ON LINE ITEM REALLOCATION #2							LINE ITEM COSTS - BASED ON CA#9					
Line No.	Item No.	Item Description	Unit	Qty	Unit Cost	Extended Amount	Quantity Adjustment	Updated Quantity	Unit Cost Adjustment	Updated Unit Cost	Updated Extended Amount	Difference (vs Orig.)
20	104.098	REMOVE EXISTING CHAIN LINK FENCE AND REPLACE IN KIND (TEMP ACCESS FROM EL INDIO)	LF	60	\$ 93.33	\$ 5,599.80	0	60	\$ -	\$ 93.33	\$ 5,599.80	\$ -
21	104.099	REMOVE EXISTING CHAIN LINK FENCE AND REPLACE IN KIND (TEMP ACCESS FROM VA HOSPITAL)	LF	100	\$ 48.50	\$ 4,850.00	0	100	\$ -	\$ 48.50	\$ 4,850.00	\$ -
22	104.100	REMOVE EXISTING SPAN BRIDGE AND REPLACE IN KIND (TEMP ACCESS TO UPER FROM VA HOSPITAL)	AL	0	\$ 63,988.16	\$ -	0	0	\$ -	\$ 63,988.16	\$ -	\$ -
23	105.002	REMOVE EXISTING ABANDONED 8" GAS MAIN (STA.22+30)	L5	0	\$ 3,500.00	\$ -	0	0	\$ -	\$ 3,500.00	\$ -	\$ -
24	106.007	REMOVE EXISTING GUARDRAIL AND REPLACE IN KIND (STA.63+00 To STA.72+00) (REALIGNMENT NOT NEEDED)	LF	900	\$ 52.31	\$ 47,079.00	0	900	\$ -	\$ 52.31	\$ 47,079.00	\$ -
25	106.023	REMOVE EXISTING GUARDRAIL AND REPLACE IN KIND (STA.206+00 to STA.210+00)	LF	400	\$ 52.31	\$ 20,924.00	0	400	\$ -	\$ 52.31	\$ 20,924.00	\$ -
26	107.009	REMOVE AND REPLACE EXISTING CONCRETE HEADER IN KIND (PENNSYLVANIA DR STA.85+00 to STA.86+50)	LF	115	\$ 25.00	\$ 2,875.00	0	115	\$ -	\$ 25.00	\$ 2,875.00	\$ -
27	109.009	REMOVE AND REPLACE EXISTING SIDEWALK IN KIND (STA.88+40 to STA.89+40) (FAIR @ MICHIGAN)	SF	600	\$ 10.00	\$ 6,000.00	0	600	\$ -	\$ 10.00	\$ 6,000.00	\$ -
28	109.030	REMOVE AND REPLACE EXISTING CONCRETE ACCESS RAMP IN KIND (STA.275+35) (Access Ramp @ Los Reales)	EACH	1	\$ 2,805.31	\$ 2,805.31	0	1	\$ -	\$ 2,805.31	\$ 2,805.31	\$ -
29	111.007	REMOVE (5) EXISTING SIGNS & (60) OBJECT MARKERS AND REPLACE IN KIND (FAIR AVE - STA.64+00 To STA.87+00)	LS	1	\$ 8,451.00	\$ 8,451.00	0	1	\$ -	\$ 8,451.00	\$ 8,451.00	\$ -

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - LINE ITEM ADJUSTMENT SUMMARY

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

LEGEND: *RED ITALICS* = QUANTITY/UNIT COST REDUCTION *BLUE ITALICS* = QUANTITY/UNIT COST INCREASE

LINE ITEM COSTS - BASED ON LINE ITEM REALLOCATION #2							LINE ITEM COSTS - BASED ON CA#9					
Line No.	Item No.	Item Description	Unit	Qty	Unit Cost	Extended Amount	Quantity Adjustment	Updated Quantity	Unit Cost Adjustment	Updated Unit Cost	Updated Extended Amount	Difference (vs Orig.)
30	111.009	REMOVE (5) EXISTING SIGNS & (30) OBJECT MARKERS AND REPLACE IN KIND (FAIR AVE/ MICH AVE - STA.89+00 To STA.93+00)	LS	1	\$ 4,975.00	\$ 4,975.00	0	1	\$ -	\$ 4,975.00	\$ 4,975.00	\$ -
31	111.018	REMOVE (1) EXISTING SIGN AND REPLACE IN KIND (DREXEL RD - STA.119+30)	LS	1	\$ 911.00	\$ 911.00	0	1	\$ -	\$ 911.00	\$ 911.00	\$ -
32	111.019	REMOVE (16) EXISTING SIGNS AND REPLACE IN KIND (NOG HWY - STA. 170+80 to STA.221+00)	LS	1	\$ 4,712.00	\$ 4,712.00	0	1	\$ -	\$ 4,712.00	\$ 4,712.00	\$ -
33	111.021	REMOVE (3) EXISTING SIGNS AND REPLACE IN KIND (NOG HWY - STA.191+00 To STA.195+70)	LS	1	\$ 7,812.50	\$ 7,812.50	0	1	\$ -	\$ 7,812.50	\$ 7,812.50	\$ -
34	111.022	REMOVE (2) EXISTING SIGNS AND REPLACE IN KIND (NOG HWY - STA.204+00 to STA.206+50)	LS	1	\$ 671.00	\$ 671.00	0	1	\$ -	\$ 671.00	\$ 671.00	\$ -
35	111.023	REMOVE (1) EXISTING SIGN AND REPLACE IN KIND (NOG HWY - STA.210+20)	LS	1	\$ 382.50	\$ 382.50	0	1	\$ -	\$ 382.50	\$ 382.50	\$ -
36	111.024	REMOVE (9) EXISTING SIGNS AND REPLACE IN KIND (NOG HWY - STA.216+70 to STA.232+50)	LS	1	\$ 3,015.50	\$ 3,015.50	0	1	\$ -	\$ 3,015.50	\$ 3,015.50	\$ -
37	111.027	REMOVE (1) EXISTING SIGN AND REPLACE IN KIND (NOG HWY - STA.246+50)	LS	1	\$ 460.00	\$ 460.00	0	1	\$ -	\$ 460.00	\$ 460.00	\$ -
38	111.028	REMOVE (2) EXISTING SIGN AND REPLACE IN KIND (NOG HWY - STA.254+50 To STA.256+50)	LS	1	\$ 983.00	\$ 983.00	0	1	\$ -	\$ 983.00	\$ 983.00	\$ -

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - LINE ITEM ADJUSTMENT SUMMARY

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

LEGEND: *RED ITALICS* = QUANTITY/UNIT COST REDUCTION

BLUE ITALICS = QUANTITY/UNIT COST INCREASE

LINE ITEM COSTS - BASED ON LINE ITEM REALLOCATION #2							LINE ITEM COSTS - BASED ON CA#9					
Line No.	Item No.	Item Description	Unit	Qty	Unit Cost	Extended Amount	Quantity Adjustment	Updated Quantity	Unit Cost Adjustment	Updated Unit Cost	Updated Extended Amount	Difference (vs Orig.)
39	111.030	REMOVE (3) EXISTING SIGNS AND REPLACE IN KIND (NOG HWY - STA.272+70 To STA.275+00)	LS	1	\$ 1,795.00	\$ 1,795.00	0	1	\$ -	\$ 1,795.00	\$ 1,795.00	\$ -
40	111.031	REMOVE (1) EXISTING SIGN AND REPLACE IN KIND (NOG HWY - STA.287+80)	LS	1	\$ 450.00	\$ 450.00	0	1	\$ -	\$ 450.00	\$ 450.00	\$ -
41	111.034	REMOVE (1) EXISTING SIGN AND REPLACE IN KIND (NOG HWY - STA.308+00)	LS	1	\$ 450.00	\$ 450.00	0	1	\$ -	\$ 450.00	\$ 450.00	\$ -
42	111.035	REMOVE (5) EXISTING SIGNS AND REPLACE IN KIND (NOG HWY - STA.319+00 To 336+50)	LS	1	\$ 3,048.00	\$ 3,048.00	0	1	\$ -	\$ 3,048.00	\$ 3,048.00	\$ -
43	111.038	REMOVE (2) EXISTING SIGNS AND REPLACE IN KIND (NOG HWY - STA.346+70 to 350+40)	LS	1	\$ 678.00	\$ 678.00	0	1	\$ -	\$ 678.00	\$ 678.00	\$ -
44	111.039	REMOVE (1) EXISTING SIGN AND REPLACE IN KIND (NOG HWY - STA.353+00)	LS	1	\$ 450.00	\$ 450.00	0	1	\$ -	\$ 450.00	\$ 450.00	\$ -
45	111.041	REMOVE (1) EXISTING SIGN AND REPLACE IN KIND (NOG HWY - STA.374+50)	LS	1	\$ 450.00	\$ 450.00	0	1	\$ -	\$ 450.00	\$ 450.00	\$ -
46	112.009	REMOVE AND REPLACE EXISTING CONCRETE CURB IN KIND (STA.88+40 to STA.89+40) (FAIR @ MICHIGAN)	LF	100	\$ 20.00	\$ 2,000.00	0	100	\$ -	\$ 20.00	\$ 2,000.00	\$ -
47	112.018	REMOVE AND REPLACE EXISTING CONCRETE CURB IN KIND (STA.168+50 to STA.169+50) (DREXEL INT)	LF	100	\$ 20.00	\$ 2,000.00	0	100	\$ -	\$ 20.00	\$ 2,000.00	\$ -
48	112.021	REMOVE AND REPLACE EXISTING CONCRETE CURB IN KIND (STA.195+00 to STA.195+50) (BILBY INT)	LF	0	\$ 20.00	\$ -	0	0	\$ -	\$ 20.00	\$ -	\$ -

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - LINE ITEM ADJUSTMENT SUMMARY

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

LEGEND: *RED ITALICS* = QUANTITY/UNIT COST REDUCTION *BLUE ITALICS* = QUANTITY/UNIT COST INCREASE

LINE ITEM COSTS - BASED ON LINE ITEM REALLOCATION #2							LINE ITEM COSTS - BASED ON CA#9					
Line No.	Item No.	Item Description	Unit	Qty	Unit Cost	Extended Amount	Quantity Adjustment	Updated Quantity	Unit Cost Adjustment	Updated Unit Cost	Updated Extended Amount	Difference (vs Orig.)
49	112.028	REMOVE AND REPLACE EXISTING CONCRETE CURB (HEADER) IN KIND (AT STA.254+50 AND STA.256+00) (TETON INT)	LF	142	\$ 25.00	\$ 3,550.00	0	142	\$ -	\$ 25.00	\$ 3,550.00	\$ -
50	114.015	REMOVE AND REPLACE EXISTING CONCRETE JERSEY BARRIER IN KIND (STA.141+30 TO 141+60)	LF	80	\$ 14.64	\$ 1,171.20	0	80	\$ -	\$ 14.64	\$ 1,171.20	\$ -
51	114.017	REMOVE AND REPLACE EXISTING CONCRETE JERSEY BARRIER IN KIND (STA.159+75)	LF	80	\$ 14.72	\$ 1,177.60	0	80	\$ -	\$ 14.72	\$ 1,177.60	\$ -
52	115.022	REMOVE AND REPLACE EXISTING CONCRETE IN KIND (AIRPORT WASH BRIDGE INLET APRON)	SF	955	\$ 9.39	\$ 8,967.45	0	955	\$ -	\$ 9.39	\$ 8,967.45	\$ -
53	116.006	REMOVE EXISTING HANDRAIL AND REPLACE IN KIND (STA.58+00 To STA.62+00)	LF	400	\$ 30.25	\$ 12,100.00	0	400	\$ -	\$ 30.25	\$ 12,100.00	\$ -
54	117.021	SUPPORT EXISTING TEP POWER POLE (BILBY RD STA. 195+70)	EACH	0	\$ 10,000.00	\$ -	0	0	\$ -	\$ 10,000.00	\$ -	\$ -
55	118.026	TEMPORARILY REMOVE AND REINSTALL EXISTING COT STREET LIGHT POLE (MEDINA RD STA. 234+70)	LS	1	\$ 7,500.00	\$ 7,500.00	0	1	\$ -	\$ 7,500.00	\$ 7,500.00	\$ -
56	118.030	TEMPORARILY REMOVE AND REINSTALL (3) EXISTING COT STREET LIGHT POLES (NOG HWY @ LOS REALES - STA.276+00 To STA.278+00)	LS	1	\$ 12,500.00	\$ 12,500.00	0	1	\$ -	\$ 12,500.00	\$ 12,500.00	\$ -
57	119.009	TEMPORARILY REMOVE AND REINSTALL EXISTING COT STREET LIGHT POLE (NEW FOUNDATION) (FAIR ST - STA.88+70)	LS	1	\$ 7,500.00	\$ 7,500.00	0	1	\$ -	\$ 7,500.00	\$ 7,500.00	\$ -
58	120.021	TRAFFIC SIGNAL ENGINEERING SERVICES (BILBY RD - STA.195+70)	LS	1	\$ 7,000.00	\$ 7,000.00	0	1	\$ -	\$ 7,000.00	\$ 7,000.00	\$ -

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - LINE ITEM ADJUSTMENT SUMMARY

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

LEGEND: *RED ITALICS* = QUANTITY/UNIT COST REDUCTION

BLUE ITALICS = QUANTITY/UNIT COST INCREASE

LINE ITEM COSTS - BASED ON LINE ITEM REALLOCATION #2							LINE ITEM COSTS - BASED ON CA#9					
Line No.	Item No.	Item Description	Unit	Qty	Unit Cost	Extended Amount	Quantity Adjustment	Updated Quantity	Unit Cost Adjustment	Updated Unit Cost	Updated Extended Amount	Difference (vs Orig.)
59	120.030	TEMPORARILY REMOVE AND REINSTALL EXISTING TDOT NB TRAFFIC SIGNAL POLE/ FOUNDATION/ MAST ARM, (4) NB SIGNAL HEADS, NB LUMINAIRE, NB CAMERA, EB TRAFFIC SIGNAL POLE/FOUNDATION/MAST ARM, (2) EB SIGNAL HEADS, EB PED SIGNAL/ POLE/ FOUNDATION/ BUTTON, (1) PED SIGNAL, EB CAMERA. ITEM INCLUDES TEMPORARY TRAFFIC SIGNAL. (NOG HWY @ LOS REALES - STA.274+50 To STA.275+30)	LS	1	\$ 88,900.00	\$ 88,900.00	0	1	\$ -	\$ 88,900.00	\$ 88,900.00	\$ -
60	121.019	REMOVE AND REPLACE EXISTING HEADWALL IN KIND (STA.172+60)	LS	1	\$ 6,252.20	\$ 6,252.20	0	1	\$ -	\$ 6,252.20	\$ 6,252.20	\$ -
61	125.007	FAIR AVE STORM DRAIN RELOCATION (RCP, MANHOLE, CATCH BASIN)	LS	1	\$ 103,586.73	\$ 103,586.73	0	1	\$ -	\$ 103,586.73	\$ 103,586.73	\$ -
62	128.009	WATER CHANGE OUT - 8" DIP (STA.89+07) (EX. 8" CA IN FAIR ST)	LF	30	\$ 208.68	\$ 6,260.40	0	30	\$ -	\$ 208.68	\$ 6,260.40	\$ -
63	128.011	WATER CHANGE OUT - 12" DIP (STA.102+31) (EX. 12" CA @ RODEO WASH)	LF	30	\$ 233.22	\$ 6,996.60	0	30	\$ -	\$ 233.22	\$ 6,996.60	\$ -
64	128.015	WATER CHANGE OUT - 8" DIP (STA.142+20) (EX. 8" CA CROSSING FLETCHER AVE)	LF	30	\$ 208.68	\$ 6,260.40	0	30	\$ -	\$ 208.68	\$ 6,260.40	\$ -
65	128.042	WATER CHANGE OUT - 8" PVC (DREXEL RD WATER MODIFICATIONS W/ VALVES)	LF	130	\$ 661.45	\$ 85,988.50	0	130	\$ -	\$ 661.45	\$ 85,988.50	\$ -
66	200.100	36" SEWER (MATERIAL BUY) (PVC SDR35)	LF	36181	\$ 95.38	\$ 3,450,943.78	-6825.304571	29355.69543	\$ -	\$ 95.38	\$ 2,799,946.23	\$ (650,997.55)
66B	200.100B	36" SEWER (MATERIAL BUY) (PVC SDR35) (REVISED UNIT PRICE)	LF	0	\$ -	\$ -	7294	7294	\$ 182.95	\$ 182.95	\$ 1,334,437.30	\$ 1,334,437.30
67	200.101	36" SEWER (INSTALLATION)	LF	36051	\$ 192.21	\$ 6,929,362.71	0	36051	\$ -	\$ 192.21	\$ 6,929,362.71	\$ -

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - LINE ITEM ADJUSTMENT SUMMARY

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

LEGEND: *RED ITALICS* = QUANTITY/UNIT COST REDUCTION

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LINE ITEM COSTS - BASED ON LINE ITEM REALLOCATION #2						
Line No.	Item No.	Item Description	Unit	Qty	Unit Cost	Extended Amount
68	200.420	18" SEWER (MATERIAL BUY) (PVC SDR 35)	LF	285	\$ 24.28	\$ 6,919.80
69	200.421	18" SEWER (INSTALLATION)	LF	285	\$ 95.44	\$ 27,200.40
70	200.520	21" SEWER (SIPHON) (MATERIAL BUY)	LF	360	\$ 131.07	\$ 47,185.20
71	200.521	21" SEWER (SIPHON) (INSTALLATION)	LF	360	\$ 123.06	\$ 44,301.60
72	200.530	12" SEWER (SIPHON) (MATERIAL BUY)	LF	180	\$ 29.67	\$ 5,340.60
73	200.531	12" SEWER (SIPHON) (INSTALLATION)	LF	180	\$ 121.47	\$ 21,864.60
74	202.100	5' DIAMETER MANHOLE (36" LINE) (MATERIAL BUY)	EACH	47	\$ 16,748.64	\$ 787,186.08
75	202.101	5' DIAMETER MANHOLE (36" LINE) (INSTALLATION)	EACH	47	\$ 11,290.85	\$ 530,669.95
76	203.100	6' DIAMETER MANHOLE (36" LINE) (MATERIAL BUY)	EACH	4	\$ 23,848.71	\$ 95,394.84
77	203.101	6' DIAMETER MANHOLE (36" LINE) (INSTALLATION)	EACH	4	\$ 12,511.19	\$ 50,044.76
78	204.420	7' DIAMETER MANHOLE (18" LINE) (MATERIAL BUY)	EACH	2	\$ 31,432.46	\$ 62,864.92
79	204.421	7' DIAMETER MANHOLE (18" LINE) (INSTALLATION)	EACH	2	\$ 22,133.22	\$ 44,266.44
80	205.100	5' DIAMETER MANHOLE W/SCOUR PROTECTION (36" LINE) (MATERIAL BUY)	EACH	2	\$ 19,575.96	\$ 39,151.92
81	205.101	5' DIAMETER MANHOLE W/SCOUR PROTECTION (36" LINE) (INSTALLATION)	EACH	2	\$ 14,256.49	\$ 28,512.98
82	206.300	6' DIAMETER METERING MANHOLE (36" LINE) (MATERIAL BUY)	EACH	1	\$ 22,502.96	\$ 22,502.96
83	206.301	6' DIAMETER METERING MANHOLE (36" LINE) (INSTALLATION)	EACH	1	\$ 46,457.02	\$ 46,457.02
84	211.100	CONCRETE MANHOLE COLLAR 211	EACH	9	\$ 575.00	\$ 5,175.00
85	212.100	CONCRETE MANHOLE COLLAR 212	EACH	49	\$ 675.00	\$ 33,075.00

LINE ITEM COSTS - BASED ON CA#9					
Quantity Adjustment	Updated Quantity	Unit Cost Adjustment	Updated Unit Cost	Updated Extended Amount	Difference (vs Orig.)
0	285	\$ -	\$ 24.28	\$ 6,919.80	\$ -
0	285	\$ -	\$ 95.44	\$ 27,200.40	\$ -
0	360	\$ -	\$ 131.07	\$ 47,185.20	\$ -
0	360	\$ -	\$ 123.06	\$ 44,301.60	\$ -
0	180	\$ -	\$ 29.67	\$ 5,340.60	\$ -
0	180	\$ -	\$ 121.47	\$ 21,864.60	\$ -
0	47	\$ -	\$ 16,748.64	\$ 787,186.08	\$ -
0	47	\$ -	\$ 11,290.85	\$ 530,669.95	\$ -
0	4	\$ -	\$ 23,848.71	\$ 95,394.84	\$ -
0	4	\$ -	\$ 12,511.19	\$ 50,044.76	\$ -
0	2	\$ -	\$ 31,432.46	\$ 62,864.92	\$ -
0	2	\$ -	\$ 22,133.22	\$ 44,266.44	\$ -
0	2	\$ -	\$ 19,575.96	\$ 39,151.92	\$ -
0	2	\$ -	\$ 14,256.49	\$ 28,512.98	\$ -
0	1	\$ -	\$ 22,502.96	\$ 22,502.96	\$ -
0	1	\$ -	\$ 46,457.02	\$ 46,457.02	\$ -
0	9	\$ -	\$ 575.00	\$ 5,175.00	\$ -
0	49	\$ -	\$ 675.00	\$ 33,075.00	\$ -

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - LINE ITEM ADJUSTMENT SUMMARY

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

LEGEND: *RED ITALICS = QUANTITY/UNIT COST REDUCTION* *BLUE ITALICS = QUANTITY/UNIT COST INCREASE*

LINE ITEM COSTS - BASED ON LINE ITEM REALLOCATION #2							LINE ITEM COSTS - BASED ON CA#9					
Line No.	Item No.	Item Description	Unit	Qty	Unit Cost	Extended Amount	Quantity Adjustment	Updated Quantity	Unit Cost Adjustment	Updated Unit Cost	Updated Extended Amount	Difference (vs Orig.)
86	213.005	UPRR (RAILPROS) FLAGGERS (TUCSON DIVERSION CHANNEL - SIPHON STRUCTURES)	DY	0	\$	\$	0	0	\$ -	\$ -	\$ -	\$ -
87	213.005B	RAILPROS OBSERVATION SERVICES (TUCSON DIVERSION CHANNEL - SIPHON STRUCTURES)	DY	45	\$ 1,600.00	\$ 72,000.00	0	45	\$ -	\$ 1,600.00	\$ 72,000.00	\$ -
88	213.014	UPRR (RAILPROS) FLAGGERS (UPRR BORING CROSSING - SPURLINE RAILS STA. 126+99)	DY	10.5	\$ 1,394.95	\$ 14,647.00	0	10.5	\$ -	\$ 1,394.95	\$ 14,647.00	\$ -
89	213.014B	RAILPROS OBSERVATION SERVICES (UPRR BORING CROSSING - SPURLINE RAILS STA. 126+99)	DY	46	\$ 1,502.45	\$ 69,112.50	0	46	\$ -	\$ 1,502.45	\$ 69,112.50	\$ -
90	213.041	UPRR (RAILPROS) FLAGGERS (UPRR BORING CROSSING - MAINLINE RAILS STA. 375+00) (24/7 SHIFT WITH OT)	DY	3	\$ 3,459.00	\$ 10,377.00	0	3	\$ -	\$ 3,459.00	\$ 10,377.00	\$ -
91	213.041B	RAILPROS OBSERVATION SERVICES (UPRR BORING CROSSING - MAINLINE RAILS STA. 375+00)	DY	20	\$ 2,020.00	\$ 40,400.00	0	20	\$ -	\$ 2,020.00	\$ 40,400.00	\$ -
92	213.042	UPRR (RAILPROS) FLAGGERS (UPRR BORING CROSSING - MAINLINE RAILS STA. 10+28 DREXEL RD) (24/7 SHIFT WITH OT)	DY	3	\$ 3,459.00	\$ 10,377.00	0	3	\$ -	\$ 3,459.00	\$ 10,377.00	\$ -
93	213.042B	RAILPROS OBSERVATION SERVICES (UPRR BORING CROSSING - MAINLINE RAILS STA. 10+28 DREXEL RD)	DY	20	\$ 2,020.00	\$ 40,400.00	0	20	\$ -	\$ 2,020.00	\$ 40,400.00	\$ -
94	213.100	UPRR ROW BARRIER - ROPE/T-POST	LF	36600	\$ 0.83	\$ 30,378.00	0	36600	\$ -	\$ 0.83	\$ 30,378.00	\$ -
95	214.002	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.22+10 To STA.22+70)(HP Gas)	LF	60	\$ 2,845.46	\$ 170,727.60	0	60	\$ -	\$ 2,845.46	\$ 170,727.60	\$ -

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

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LINE ITEM COSTS - BASED ON LINE ITEM REALLOCATION #2							LINE ITEM COSTS - BASED ON CA#9					
Line No.	Item No.	Item Description	Unit	Qty	Unit Cost	Extended Amount	Quantity Adjustment	Updated Quantity	Unit Cost Adjustment	Updated Unit Cost	Updated Extended Amount	Difference (vs Orig.)
96	214.003	JACK AND BORE - 60" CASING (0.844" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.31+83 To STA.38+39) (ADOT - I-10)	LF	656	\$ 2,436.47	\$ 1,598,324.32	0	656	\$ -	\$ 2,436.47	\$ 1,598,324.32	\$ -
97	214.005	JACK AND BORE - 60" CASING (0.844" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.49+72 To STA.50+65) (For 21", 21", 12" SIPHON PIPE At VA Wash)	LF	93	\$ 3,972.27	\$ 369,421.11	0	93	\$ -	\$ 3,972.27	\$ 369,421.11	\$ -
98	214.005B	JACK AND BORE - UPRR ZONE A 24/7 OPERATION (STA.49+72 To STA.50+65) (For 21", 21", 12" SIPHON PIPE At VA Wash)	LS	1	\$ 5,000.00	\$ 5,000.00	0	1	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -
99	214.006	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.60+40 To STA.64+07) (AJO WAY)	LF	367	\$ 1,671.47	\$ 613,429.49	0	367	\$ -	\$ 1,671.47	\$ 613,429.49	\$ -
100	214.008	JACK AND BORE - 54" CASING (0.625" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.194+85 To STA.196+15) (BILBY RD)	LF	130	\$ 2,006.34	\$ 260,824.20	0	130	\$ -	\$ 2,006.34	\$ 260,824.20	\$ -
101	214.012	JACK AND BORE - 60" CASING (0.844" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.114+82 To STA.118+05) (IRVINGTON RD)	LF	323	\$ 1,746.84	\$ 564,229.32	0	323	\$ -	\$ 1,746.84	\$ 564,229.32	\$ -
102	214.014	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.126+99 To STA.128+22) (UPRR SPURLINE)	LF	193	\$ 1,709.81	\$ 329,993.33	34	227	\$ -	\$ 1,709.81	\$ 388,126.87	\$ 58,133.54
103	214.014B	JACK AND BORE - UPRR ZONE A 24/7 OPERATION (STA.126+99 To STA.128+22) (UPRR SPURLINE)	LS	0	\$ 5,000.00	\$ -	0	0	\$ -	\$ 5,000.00	\$ -	\$ -

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - LINE ITEM ADJUSTMENT SUMMARY

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LEGEND: *RED ITALICS* = QUANTITY/UNIT COST REDUCTION

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LINE ITEM COSTS - BASED ON LINE ITEM REALLOCATION #2							LINE ITEM COSTS - BASED ON CA#9					
Line No.	Item No.	Item Description	Unit	Qty	Unit Cost	Extended Amount	Quantity Adjustment	Updated Quantity	Unit Cost Adjustment	Updated Unit Cost	Updated Extended Amount	Difference (vs Orig.)
104	214.018	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.168+50 To STA.169+50) (DREXEL RD)	LF	110	\$ 1,942.59	\$ 213,684.90	0	110	\$ -	\$ 1,942.59	\$ 213,684.90	\$ -
105	<i>214.024</i>	<i>JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.220+70 To STA.223+30) (VALENCIA RD)</i>	LF	260	\$ 1,363.23	\$ 354,439.80	25	285	\$ -	\$ 1,363.23	\$ 388,520.55	\$ 34,080.75
106	214.026	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.233+43 To STA.235+09) (VALENCIA WASH)	LF	166	\$ 1,218.80	\$ 202,320.80	0	166	\$ -	\$ 1,218.80	\$ 202,320.80	\$ -
107	214.027	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.248+40 To STA.248+60) (TEP POLE @ ELVIRA)	LF	0	\$ 2,367.39	\$ -	0	0	\$ -	\$ 2,367.39	\$ -	\$ -
108	214.032	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.289+33 To STA.289+70) (ELVADO WASH)	LF	37	\$ 1,846.57	\$ 68,323.09	0	37	\$ -	\$ 1,846.57	\$ 68,323.09	\$ -
109	214.034	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.305+66 To STA.307+37) (AERO PARK RD)	LF	180	\$ 1,393.94	\$ 250,909.20	0	180	\$ -	\$ 1,393.94	\$ 250,909.20	\$ -
110	214.036	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.326+35 To STA.329+05) (HERMANS RD)	LF	270	\$ 1,290.70	\$ 348,489.00	0	270	\$ -	\$ 1,290.70	\$ 348,489.00	\$ -
111	214.041	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.374+31 To STA.375+73) (UPRR MAINLINE)	LF	142	\$ 1,100.79	\$ 156,312.18	0	142	\$ -	\$ 1,100.79	\$ 156,312.18	\$ -

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - LINE ITEM ADJUSTMENT SUMMARY

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

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LINE ITEM COSTS - BASED ON LINE ITEM REALLOCATION #2							LINE ITEM COSTS - BASED ON CA#9					
Line No.	Item No.	Item Description	Unit	Qty	Unit Cost	Extended Amount	Quantity Adjustment	Updated Quantity	Unit Cost Adjustment	Updated Unit Cost	Updated Extended Amount	Difference (vs Orig.)
112	214.041B	JACK AND BORE - UPRR ZONE A 24/7 OPERATION (STA.374+31 To STA.375+73) (UPRR MAINLINE)	LS	1	\$ 5,000.00	\$ 5,000.00	0	1	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -
113	214.042A	JACK AND BORE - 30" CASING (0.75" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.10+28 To STA.11+50) (UPRR MAINLINE @ DREXEL RD)	LF	122	\$ 795.02	\$ 96,992.44	0	122	\$ -	\$ 795.02	\$ 96,992.44	\$ -
114	214.042B	JACK AND BORE - 30" CASING (0.75" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.11+90 To STA.12+81) (DREXEL RD TIE-IN)	LF	91	\$ 840.74	\$ 76,507.34	0	91	\$ -	\$ 840.74	\$ 76,507.34	\$ -
115	214.042C	JACK AND BORE - UPRR ZONE A 24/7 OPERATION (STA.10+28 To STA.11+50) (UPRR MAINLINE @ DREXEL RD)	LS	1	\$ 5,000.00	\$ 5,000.00	0	1	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -
116	216.006	ASPHALT PAVEMENT PATCH - AJO WEST OF UPRR (6" AC ON 6" ABC) (STA.62+00 To STA.63+00)	SY	15.6	\$ 202.35	\$ 3,156.66	0	15.6	\$ -	\$ 202.35	\$ 3,156.66	\$ -
117	216.007	ASPHALT PAVEMENT PATCH - FAIR AVE (3" AC ON 6" ABC) (STA.64+00 To STA.74+50)	SY	2303	\$ 36.94	\$ 85,072.82	0	2303	\$ -	\$ 36.94	\$ 85,072.82	\$ -
118	216.009A	ASPHALT PAVEMENT PATCH - FAIR AVE/PENNSYLVANIA DR (3" AC ON 6" ABC) (STA.85+50 To STA.86+30)	SY	155	\$ 47.49	\$ 7,360.95	0	155	\$ -	\$ 47.49	\$ 7,360.95	\$ -
119	216.009B	ASPHALT PAVEMENT PATCH - FAIR ST/MICHIGAN DR (3" AC ON 6" ABC) (STA.88+70 To STA.89+50)	SY	107	\$ 112.43	\$ 12,030.01	0	107	\$ -	\$ 112.43	\$ 12,030.01	\$ -

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - LINE ITEM ADJUSTMENT SUMMARY

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

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LEGEND: *RED ITALICS* = QUANTITY/UNIT COST REDUCTION

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LINE ITEM COSTS - BASED ON LINE ITEM REALLOCATION #2							LINE ITEM COSTS - BASED ON CA#9					
Line No.	Item No.	Item Description	Unit	Qty	Unit Cost	Extended Amount	Quantity Adjustment	Updated Quantity	Unit Cost Adjustment	Updated Unit Cost	Updated Extended Amount	Difference (vs Orig.)
120	216.006	ASPHALT PAVEMENT PATCH - IRVINGTON WEST OF UPRR (6" AC ON 6" ABC) (STA.115+00- STA.115+60)	SY	18.7	\$ 225.50	\$ 4,216.85	0	18.7	\$ -	\$ 225.50	\$ 4,216.85	\$ -
121	216.018	ASPHALT PAVEMENT PATCH - DREXEL WEST OF UPRR (4" AC ON 6" ABC) (STA.168+80 To STA.169+20)	SY	18.7	\$ 203.62	\$ 3,807.69	0	18.7	\$ -	\$ 203.62	\$ 3,807.69	\$ -
122	216.021	ASPHALT PAVEMENT PATCH - BILBY RD (4" AC ON 6" ABC) (STA.195+20 To STA.195+70)	SY	0	\$ 147.14	\$ -	0	0	\$ -	\$ 147.14	\$ -	\$ -
123	216.023	ASPHALT PAVEMENT PATCH - NOGALES HWY/VALENCIA RD (5" AC ON 10" ABC) (STA.207+70 To STA.235+80)	SY	6668	\$ 47.75	\$ 318,397.00	0	6668	\$ -	\$ 47.75	\$ 318,397.00	\$ -
124	216.024	ASPHALT PAVEMENT CORES W/SLURRY - VALENCIA AT NOGALES HWY (221+40- 222+60)	EACH	5	\$ 1,744.47	\$ 8,722.35	0	5	\$ -	\$ 1,744.47	\$ 8,722.35	\$ -
125	216.028	ASPHALT PAVEMENT PATCH - TETON RD (4" AC ON 6" ABC) (STA.254+50 To STA.255+50)	SY	133	\$ 81.84	\$ 10,884.72	0	133	\$ -	\$ 81.84	\$ 10,884.72	\$ -
126	216.030	ASPHALT PAVEMENT PATCH - NOGALES HWY/LOS REALES RD (5" AC ON 10" ABC) (STA.272+30 To STA.277+80)	SY	1864	\$ 52.25	\$ 97,394.00	0	1864	\$ -	\$ 52.25	\$ 97,394.00	\$ -
127	216.042	ASPHALT PAVEMENT PATCH - DREXEL RD EAST OF UPRR (4" AC ON 6" ABC) (STA.12+40 To STA.13+00)	SY	280	\$ 81.18	\$ 22,730.40	0	280	\$ -	\$ 81.18	\$ 22,730.40	\$ -
128	216.042	ASPHALT PAVEMENT PATCH - DREXEL RD WATER ONLY	SY	73	\$ 103.22	\$ 7,535.06	0	73	\$ -	\$ 103.22	\$ 7,535.06	\$ -

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - LINE ITEM ADJUSTMENT SUMMARY

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

LEGEND: *RED ITALICS = QUANTITY/UNIT COST REDUCTION* *BLUE ITALICS = QUANTITY/UNIT COST INCREASE*

LINE ITEM COSTS - BASED ON LINE ITEM REALLOCATION #2							LINE ITEM COSTS - BASED ON CA#9					
Line No.	Item No.	Item Description	Unit	Qty	Unit Cost	Extended Amount	Quantity Adjustment	Updated Quantity	Unit Cost Adjustment	Updated Unit Cost	Updated Extended Amount	Difference (vs Orig.)
129	219.027	MONITORING WELL PROTECTION/REPAIR (CRA-13 and CRA-14)	EACH	2	\$ 1,169.24	\$ 2,338.48	0	2	\$ -	\$ 1,169.24	\$ 2,338.48	\$ -
130	219.028	MONITORING WELL PROTECTION/REPAIR (CRA-31S and CRA-31D)	EACH	2	\$ 1,169.24	\$ 2,338.48	0	2	\$ -	\$ 1,169.24	\$ 2,338.48	\$ -
131	219.029	MONITORING WELL PROTECTION/REPAIR (D-5, CRA-57SD, S-18, S-9, and D-2)	EACH	5	\$ 1,169.24	\$ 5,846.20	0	5	\$ -	\$ 1,169.24	\$ 5,846.20	\$ -
132	219.030	MONITORING WELL PROTECTION/REPAIR (CRA-39SD, CRA-38 and CRA-22 DS)	EACH	3	\$ 1,169.24	\$ 3,507.72	0	3	\$ -	\$ 1,169.24	\$ 3,507.72	\$ -
133	219.031	MONITORING WELL PROTECTION/REPAIR (MWR-2 and CRA-18)	EACH	2	\$ 1,169.24	\$ 2,338.48	0	2	\$ -	\$ 1,169.24	\$ 2,338.48	\$ -
134	221.410	10' DIAMETER MANHOLE (36" LINE) (MATERIAL BUY)	LS	0	\$ 115,320.00	\$ -	0	0	\$ -	\$ 115,320.00	\$ -	\$ -
135	221.411	10' DIAMETER MANHOLE (36" LINE) (INSTALLATION)	EACH	0	\$ 25,977.95	\$ -	0	0	\$ -	\$ 25,977.95	\$ -	\$ -
136	225.511	SIPHON STRUCTURE #7 (DOWNSTREAM)	EACH	1	\$ 168,585.84	\$ 168,585.84	0	1	\$ -	\$ 168,585.84	\$ 168,585.84	\$ -
137	225.521	SIPHON STRUCTURE #8 (UPSTREAM)	EACH	1	\$ 179,498.84	\$ 179,498.84	0	1	\$ -	\$ 179,498.84	\$ 179,498.84	\$ -
138	225.531	SIPHON STRUCTURES #7 AND #8 UPGRADE TO ARMOROCK PRECAST POLYMER CONCRETE (ADD ALTERNATE TO SIPHON ITEMS ABOVE)	EACH	1	\$ 206,252.84	\$ 206,252.84	0	1	\$ -	\$ 206,252.84	\$ 206,252.84	\$ -
139	225.521	SIPHON STRUCTURE #7 SLIDERAIL SHORING (UNFORESEEN UPRR ZONE B)	EACH	1	\$ 25,000.00	\$ 25,000.00	0	1	\$ -	\$ 25,000.00	\$ 25,000.00	\$ -
140	240.021	SEWER CHANGE OUT - 8" DIP (STA. 195+30) (EX. 8" VCP IN BILBY RD)	LF	0	\$ 471.28	\$ -	0	0	\$ -	\$ 471.28	\$ -	\$ -

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - LINE ITEM ADJUSTMENT SUMMARY

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

LEGEND: *RED ITALICS* = QUANTITY/UNIT COST REDUCTION *BLUE ITALICS* = QUANTITY/UNIT COST INCREASE

LINE ITEM COSTS - BASED ON LINE ITEM REALLOCATION #2							LINE ITEM COSTS - BASED ON CA#9					
Line No.	Item No.	Item Description	Unit	Qty	Unit Cost	Extended Amount	Quantity Adjustment	Updated Quantity	Unit Cost Adjustment	Updated Unit Cost	Updated Extended Amount	Difference (vs Orig.)
141	240.028	SEWER CHANGE OUT - 10" DIP (STA.252+00) (EX. 10" VCP NORTH OF TETON RD)	LF	20	\$ 467.78	\$ 9,355.60	0	20	\$ -	\$ 467.78	\$ 9,355.60	\$ -
142	240.031	SEWER CHANGE OUT - 10" DIP (STA.283+50) (EX. 10" VCP EAST OF PAN TAK ST)	LF	20	\$ 467.78	\$ 9,355.60	0	20	\$ -	\$ 467.78	\$ 9,355.60	\$ -
143	250.021	FMP OF 8" SEWER (STA.195+30, BILBY, SHEET C-21)	EACH	0	\$ 3,715.00	\$ -	0	0	\$ -	\$ 3,715.00	\$ -	\$ -
144	250.028	FMP FOR 10" SEWER (STA.252+00, TETON, SHEET C-28)	EACH	1	\$ 3,800.00	\$ 3,800.00	0	1	\$ -	\$ 3,800.00	\$ 3,800.00	\$ -
145	250.031	FMP FOR 10" SEWER (STA.283+50, PANTAK, SHEET C-31)	EACH	1	\$ 7,985.00	\$ 7,985.00	0	1	\$ -	\$ 7,985.00	\$ 7,985.00	\$ -
146	250.041	FMP FOR 18" & 36" SEWER (STA. 376+16, ONI PH 1, SHEET C-41)	EACH	1	\$ 13,392.00	\$ 13,392.00	0	1	\$ -	\$ 13,392.00	\$ 13,392.00	\$ -
147	255.042	FMP FOR 8" & 18" SEWER (STA.13+00, DREXEL, SHEET C-42)	AL	1	\$ 141,500.00	\$ 141,500.00	0	1	\$ -	\$ 141,500.00	\$ 141,500.00	\$ -
148	298.001	32 LB MAGNESIUM ANODES (CASING BORES AT STA.126+99, STA.374+31, STA.114+00) (POTENTIAL UPRR REQUIREMENT)	AL	0	\$ 396.77	\$ -	0	0	\$ -	\$ 396.77	\$ -	\$ -
149	298.002	TYPE 2/5 CORROSION TEST STATION (POTENTIAL UPRR REQUIREMENT)	AL	0	\$ 3,631.30	\$ -	0	0	\$ -	\$ 3,631.30	\$ -	\$ -
150	298.003	CORROSION TESTING REPORT (POTENTIAL UPRR REQUIREMENT)	AL	0	\$ 2,750.00	\$ -	0	0	\$ -	\$ 2,750.00	\$ -	\$ -
151	298.004	SMART COVER H2S MONITORING SYSTEM	AL	4	\$ 7,150.00	\$ 28,600.00	0	4	\$ -	\$ 7,150.00	\$ 28,600.00	\$ -
152	298.005	PCRWRD ALLOWANCE: UTILITY MODIFICATIONS AND STAND-BY INSPECTIONS	AL	1	\$ 18,578.89	\$ 18,578.89	0	1	\$ -	\$ 18,578.89	\$ 18,578.89	\$ -
153	298.006	PCRWRD ALLOWANCE: WILDCAT DUMPING AND DEBRIS REMOVAL FROM SEWER ALIGNMENT	LOAD	12	\$ 816.24	\$ 9,794.88	0	12	\$ -	\$ 816.24	\$ 9,794.88	\$ -
154		COST OF CONSTRUCTION - LINE ITEMS SUBTOTAL				\$ 22,127,561.77	COST OF CONSTRUCTION - LINE ITEMS SUBTOTAL				\$ 22,903,215.81	\$ 775,654.04

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - LINE ITEM ADJUSTMENT SUMMARY

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

LEGEND: *RED ITALICS* = QUANTITY/UNIT COST REDUCTION

BLUE ITALICS = QUANTITY/UNIT COST INCREASE

LINE ITEM COSTS - BASED ON LINE ITEM REALLOCATION #2						
Line No.	Item No.	Item Description	Unit	Qty	Unit Cost	Extended Amount
155	299.001	II. CMAR CONTINGENCY (UNFORESEEN CONDITIONS)	LS	1	\$ 342,752.86	\$ 342,752.86
156		<i>SUBTOTAL A. (DIRECT CONSTRUCTION COSTS)</i>				<i>\$ 22,470,314.63</i>
157		INDIRECT CONSTRUCTION COSTS				
158		III. GENERAL CONDITIONS				
159	300.102	FIELD ENGINEER	WK	108	\$ 2,637.60	\$ 284,860.80
160	300.103	SUPERINTENDENT	WK	108	\$ 2,907.60	\$ 314,020.80
161	301.100	DRINKING WATER	WK	108	\$ 25.00	\$ 2,700.00
162	302.100	PORTABLE RESTROOMS	MO	25	\$ 480.00	\$ 12,000.00
163	303.100	SMALL TOOLS	WK	108	\$ 550.00	\$ 59,400.00
164	304.100	LAND RENTAL	MO	25	\$ 3,000.00	\$ 75,000.00
165	305.100	TEMPORARY FENCE FOR YARD	MO	25	\$ 681.00	\$ 17,025.00
166	308.100	SUPPLIES/REPROGRAPHICS	MO	25	\$ 350.00	\$ 8,750.00
167	309.100	TRASH DUMPSTER	MO	25	\$ 750.00	\$ 18,750.00
168	310.100	STORAGE CONTAINER	MO	25	\$ 300.00	\$ 7,500.00
169		<i>SUBTOTAL B. (III. GENERAL CONDITIONS)</i>				<i>\$ 800,006.60</i>
170		<i>SUBTOTAL C. (DIRECT COSTS + GENERAL CONDITIONS)</i>				<i>\$ 23,270,321.23</i>
171	400.100	IV. CMAR OVERHEAD (9.43% of Subtotal C)	LS	1	\$ 2,194,391.29	\$ 2,194,391.29
172		<i>SUBTOTAL D. (DIRECT COSTS + GENERAL CONDITIONS + OVERHEAD)</i>				<i>\$ 25,464,712.52</i>
173	800.100	VIII. CONSTRUCTION FEE (5% of Subtotal D)	LS	1	\$ 1,273,235.63	\$ 1,273,235.63
174	500.100	V. RAILROAD INSURANCE	LS	1	\$ 2,500.00	\$ 2,500.00
175	600.100	VI. GENERAL LIABILITY INSURANCE (0.2876% of Subtotal D + V + VIII)	LS	1	\$ 76,905.53	\$ 76,905.53
176	700.100	VII. PAYMENT AND PERFORMANCE BONDS	LS	1	\$ 171,645.53	\$ 171,645.53
177		<i>SUBTOTAL E. (SUBTOTAL D + V + VI + VII + VIII)</i>				<i>\$ 26,988,999.21</i>

LINE ITEM COSTS - BASED ON CA#9						
Quantity Adjustment	Updated Quantity	Unit Cost Adjustment	Updated Unit Cost	Updated Extended Amount	Difference (vs Orig.)	
0	1	\$ (92,214.29)	\$ 250,538.57	\$ 250,538.57	\$ (92,214.29)	
		<i>SUBTOTAL A. (DIRECT CONSTRUCTION COSTS)</i>			<i>\$ 23,153,754.38</i>	<i>\$ 683,439.75</i>
0	108	\$ -	\$ 2,637.60	\$ 284,860.80	\$ -	
0	108	\$ -	\$ 2,907.60	\$ 314,020.80	\$ -	
0	108	\$ -	\$ 25.00	\$ 2,700.00	\$ -	
0	25	\$ -	\$ 480.00	\$ 12,000.00	\$ -	
0	108	\$ -	\$ 550.00	\$ 59,400.00	\$ -	
0	25	\$ -	\$ 3,000.00	\$ 75,000.00	\$ -	
0	25	\$ -	\$ 681.00	\$ 17,025.00	\$ -	
0	25	\$ -	\$ 350.00	\$ 8,750.00	\$ -	
0	25	\$ -	\$ 750.00	\$ 18,750.00	\$ -	
0	25	\$ -	\$ 300.00	\$ 7,500.00	\$ -	
		<i>SUBTOTAL B. (III. GENERAL CONDITIONS)</i>			<i>\$ 800,006.60</i>	<i>\$ -</i>
		<i>SUBTOTAL C. (DIRECT COSTS + GEN COND)</i>			<i>\$ 23,953,760.98</i>	<i>\$ 683,439.75</i>
0	1	\$ 64,448.37	\$ 2,258,839.66	\$ 2,258,839.66	\$ 64,448.37	
		<i>SUBTOTAL D. (DIRECT COSTS + GEN COND + OH)</i>			<i>\$ 26,212,600.64</i>	<i>\$ 747,888.12</i>
0	1	\$ 37,394.40	\$ 1,310,630.03	\$ 1,310,630.03	\$ 37,394.40	
0	1	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	
0	1	\$ 2,258.47	\$ 79,164.00	\$ 79,164.00	\$ 2,258.47	
0	1	\$ -	\$ 171,645.53	\$ 171,645.53	\$ -	
		<i>SUBTOTAL E. (SUBTOTAL D + V + VI + VII + VIII)</i>			<i>\$ 27,776,540.20</i>	<i>\$ 787,540.99</i>

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - LINE ITEM ADJUSTMENT SUMMARY

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

LEGEND: *RED ITALICS* = QUANTITY/UNIT COST REDUCTION

BLUE ITALICS = QUANTITY/UNIT COST INCREASE

LINE ITEM COSTS - BASED ON LINE ITEM REALLOCATION #2						
Line No.	Item No.	Item Description	Unit	Qty	Unit Cost	Extended Amount
178	900.100	<i>IX.a. SOUTH TUCSON SALES TAX*</i> <i>(11.6% at 65% of 6.0% of Subtotal E)</i>	LS	1	\$ 122,098.23	\$ 122,098.23
179	900.101	<i>IX.b. CITY OF TUCSON SALES TAX*</i> <i>(8.7% at 65% of 66% of Subtotal E)</i>	LS	1	\$ 1,007,310.42	\$ 1,007,310.42
180	900.102	<i>IX.c. PIMA COUNTY SALES TAX*</i> <i>(6.1% at 65% of 28% of Subtotal E)</i>	LS	1	\$ 299,631.87	\$ 299,631.87
181		<i>IX. SALES TAX SUBTOTAL(IX.a. + IX.b. + IX.c.)</i>				\$ 1,429,040.52
182		<i>GUARANTEED MAXIMUM PRICE (GMP)</i>				\$ 28,418,039.73
183	1000.000	X. OWNER'S CONTINGENCY				
184	1300.100	UNFORESEEN CONDITIONS	LS	1	\$ 300,000.00	\$ 300,000.00
185		<i>SUBTOTAL F. (OWNER'S CONTINGENCY)</i>				\$ 300,000.00
186		<i>TOTAL CONTRACT COST</i>				\$ 28,718,039.73

LINE ITEM COSTS - BASED ON CA#9					
Quantity Adjustment	Updated Quantity	Unit Cost Adjustment	Updated Unit Cost	Updated Extended Amount	Difference (vs Orig.)
0	1	\$ 3,562.84	\$ 125,661.07	\$ 125,661.07	\$ 3,562.84
0	1	\$ 29,393.39	\$ 1,036,703.81	\$ 1,036,703.81	\$ 29,393.39
0	1	\$ 8,743.28	\$ 308,375.15	\$ 308,375.15	\$ 8,743.28
		<i>IX. SALES TAX SUBTOTAL(IX.a. + IX.b. + IX.c.)</i>		\$ 1,470,740.03	\$ 41,699.51
		<i>GUARANTEED MAXIMUM PRICE (GMP)</i>		\$ 29,247,280.23	\$ 829,240.50
					\$ -
0	1	\$ -	\$ 300,000.00	\$ 300,000.00	\$ -
		<i>SUBTOTAL F. (OWNER'S CONTINGENCY)</i>		\$ 300,000.00	\$ -
		<i>TOTAL CONTRACT COST</i>		\$ 29,547,280.23	\$ 829,240.50

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #2 - REVISED LINE ITEM LIST (PER LIR#2)

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
1		I. COST OF CONSTRUCTION - LINE ITEMS				
2	001.100	MOBILIZATION	LS	1	\$ 80,450.01	\$ 80,450.01
3	002.100	SWPPP	LS	1	\$ 147,899.83	\$ 147,899.83
4	003.100	CLEAR AND GRUB	ACRE	47.5	\$ 2,051.90	\$ 97,465.25
5	004.100	POTHOLING (EXISTING UTILITIES)	EACH	70	\$ 785.51	\$ 54,985.70
6	005.100	HYDRO SEEDING	ACRE	47.5	\$ 2,982.28	\$ 141,658.30
7	006.100	TRAFFIC CONTROL	LS	1	\$ 332,363.80	\$ 332,363.80
8	007.100	PUBLIC RELATIONS	MO	22	\$ 7,509.09	\$ 165,199.98
9	008.100	SURVEYING AND AS-BUILTS	LS	1	\$ 199,600.00	\$ 199,600.00
10	009.100	COMPACTION / CONCRETE TESTING	LS	1	\$ 196,370.00	\$ 196,370.00
11	010.100	CLEAN UP RIGHT OF WAY	ACRE	47.5	\$ 781.44	\$ 37,118.40
12	011.100	CONSTRUCTION WATER	MGAL	46566	\$ 6.30	\$ 293,365.80
13	012.100	PERMIT ALLOWANCE	AL	1	\$ 77,725.00	\$ 77,725.00
14	013.100	AIRPORT PERMIT AND COMPLIANCE	AL	1	\$ 5,000.00	\$ 5,000.00
15	101.001	REMOVE EXISTING END CAP/ CONNECT TO EXIST. SEI MANHOLE STUB	EACH	1	\$ 53,308.17	\$ 53,308.17
16	104.002	REMOVE EXISTING CHAIN LINK FENCE AND REPLACE IN KIND (STA.16+50 To STA.27+00) (BORDERLAND YARD)	LF	1050	\$ 23.14	\$ 24,297.00
17	104.002B	REMOVE EXISTING CHAIN LINK FENCE AND REPLACE WITH DOUBLE GATE (STA.16+50 & STA.27+00) (BORDERLAND YARD)	EACH	2	\$ 1,400.00	\$ 2,800.00
18	104.005	REMOVE EXISTING CHAIN LINK FENCE AND REPLACE IN KIND (STA.49+00 To STA.51+00)	LF	515	\$ 40.42	\$ 20,816.30
19	104.018	REMOVE EXISTING CHAIN LINK FENCE AND REPLACE IN KIND (STA.162+00 To STA.168+00)	LF	600	\$ 36.97	\$ 22,182.00
20	104.098	REMOVE EXISTING CHAIN LINK FENCE AND REPLACE IN KIND (TEMP ACCESS FROM EL INDIO)	LF	60	\$ 93.33	\$ 5,599.80

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #2 - REVISED LINE ITEM LIST (PER LIR#2)

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
21	104.099	REMOVE EXISTING CHAIN LINK FENCE AND REPLACE IN KIND (TEMP ACCESS FROM VA HOSPITAL)	LF	100	\$ 48.50	\$ 4,850.00
22	104.100	REMOVE EXISTING SPAN BRIDGE AND REPLACE IN KIND (TEMP ACCESS TO UPRR FROM VA HOSPITAL)	AL	0	\$ 63,988.16	\$ -
23	105.002	REMOVE EXISTING ABANDONED 8" GAS MAIN (STA.22+30)	LS	0	\$ 3,500.00	\$ -
24	106.007	REMOVE EXISTING GUARDRAIL AND REPLACE IN KIND (STA.63+00 To STA.72+00) (REALIGNMENT NOT NEEDED)	LF	900	\$ 52.31	\$ 47,079.00
25	106.023	REMOVE EXISTING GUARDRAIL AND REPLACE IN KIND (STA.206+00 to STA.210+00)	LF	400	\$ 52.31	\$ 20,924.00
26	107.009	REMOVE AND REPLACE EXISTING CONCRETE HEADER IN KIND (PENNSYLVANIA DR STA.85+00 to STA.86+50)	LF	115	\$ 25.00	\$ 2,875.00
27	109.009	REMOVE AND REPLACE EXISTING SIDEWALK IN KIND (STA.88+40 to STA.89+40) (FAIR @ MICHIGAN)	SF	600	\$ 10.00	\$ 6,000.00
28	109.030	REMOVE AND REPLACE EXISTING CONCRETE ACCESS RAMP IN KIND (STA.275+35) (Access Ramp @ Los Reales)	EACH	1	\$ 2,805.31	\$ 2,805.31
29	111.007	REMOVE (5) EXISTING SIGNS & (60) OBJECT MARKERS AND REPLACE IN KIND (FAIR AVE - STA.64+00 To STA.87+00)	LS	1	\$ 8,451.00	\$ 8,451.00
30	111.009	REMOVE (5) EXISTING SIGNS & (30) OBJECT MARKERS AND REPLACE IN KIND (FAIR AVE/ MICH AVE - STA.89+00 To STA.93+00)	LS	1	\$ 4,975.00	\$ 4,975.00

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #2 - REVISED LINE ITEM LIST (PER LIR#2)

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
31	111.018	REMOVE (1) EXISTING SIGN AND REPLACE IN KIND (DREXEL RD - STA.119+30)	LS	1	\$ 911.00	\$ 911.00
32	111.019	REMOVE (16) EXISTING SIGNS AND REPLACE IN KIND (NOG HWY - STA. 170+80 to STA.221+00)	LS	1	\$ 4,712.00	\$ 4,712.00
33	111.021	REMOVE (3) EXISTING SIGNS AND REPLACE IN KIND (NOG HWY - STA.191+00 To STA.195+70)	LS	1	\$ 7,812.50	\$ 7,812.50
34	111.022	REMOVE (2) EXISTING SIGNS AND REPLACE IN KIND (NOG HWY - STA.204+00 to STA.206+50)	LS	1	\$ 671.00	\$ 671.00
35	111.023	REMOVE (1) EXISTING SIGN AND REPLACE IN KIND (NOG HWY - STA.210+20)	LS	1	\$ 382.50	\$ 382.50
36	111.024	REMOVE (9) EXISTING SIGNS AND REPLACE IN KIND (NOG HWY - STA.216+70 to STA.232+50)	LS	1	\$ 3,015.50	\$ 3,015.50
37	111.027	REMOVE (1) EXISTING SIGN AND REPLACE IN KIND (NOG HWY - STA.246+50)	LS	1	\$ 460.00	\$ 460.00
38	111.028	REMOVE (2) EXISTING SIGN AND REPLACE IN KIND (NOG HWY - STA.254+50 To STA.256+50)	LS	1	\$ 983.00	\$ 983.00
39	111.030	REMOVE (3) EXISTING SIGNS AND REPLACE IN KIND (NOG HWY - STA.272+70 To STA.275+00)	LS	1	\$ 1,795.00	\$ 1,795.00
40	111.031	REMOVE (1) EXISTING SIGN AND REPLACE IN KIND (NOG HWY - STA.287+80)	LS	1	\$ 450.00	\$ 450.00
41	111.034	REMOVE (1) EXISTING SIGN AND REPLACE IN KIND (NOG HWY - STA.308+00)	LS	1	\$ 450.00	\$ 450.00

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CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #2 - REVISED LINE ITEM LIST (PER LIR#2)

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
42	111.035	REMOVE (5) EXISTING SIGNS AND REPLACE IN KIND (NOG HWY - STA.319+00 To 336+50)	LS	1	\$ 3,048.00	\$ 3,048.00
43	111.038	REMOVE (2) EXISTING SIGNS AND REPLACE IN KIND (NOG HWY - STA.346+70 to 350+40)	LS	1	\$ 678.00	\$ 678.00
44	111.039	REMOVE (1) EXISTING SIGN AND REPLACE IN KIND (NOG HWY - STA.353+00)	LS	1	\$ 450.00	\$ 450.00
45	111.041	REMOVE (1) EXISTING SIGN AND REPLACE IN KIND (NOG HWY - STA.374+50)	LS	1	\$ 450.00	\$ 450.00
46	112.009	REMOVE AND REPLACE EXISTING CONCRETE CURB IN KIND (STA.88+40 to STA.89+40) (FAIR @ MICHIGAN)	LF	100	\$ 20.00	\$ 2,000.00
47	112.018	REMOVE AND REPLACE EXISTING CONCRETE CURB IN KIND (STA.168+50 to STA.169+50) (DREXEL INT)	LF	100	\$ 20.00	\$ 2,000.00
48	112.021	REMOVE AND REPLACE EXISTING CONCRETE CURB IN KIND (STA.195+00 to STA.195+50) (BILBY INT)	LF	0	\$ 20.00	\$ -
49	112.028	REMOVE AND REPLACE EXISTING CONCRETE CURB (HEADER) IN KIND (AT STA.254+50 AND STA.256+00) (TETON INT)	LF	142	\$ 25.00	\$ 3,550.00
50	114.015	REMOVE AND REPLACE EXISTING CONCRETE JERSEY BARRIER IN KIND (STA.141+30 TO 141+60)	LF	80	\$ 14.64	\$ 1,171.20
51	114.017	REMOVE AND REPLACE EXISTING CONCRETE JERSEY BARRIER IN KIND (STA.159+75)	LF	80	\$ 14.72	\$ 1,177.60
52	115.022	REMOVE AND REPLACE EXISTING CONCRETE IN KIND (AIRPORT WASH BRIDGE INLET APRON)	SF	955	\$ 9.39	\$ 8,967.45

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #2 - REVISED LINE ITEM LIST (PER LIR#2)

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
53	116.006	REMOVE EXISTING HANDRAIL AND REPLACE IN KIND (STA.58+00 To STA.62+00)	LF	400	\$ 30.25	\$ 12,100.00
54	117.021	SUPPORT EXISTING TEP POWER POLE (BILBY RD STA. 195+70)	EACH	0	\$ 10,000.00	\$ -
55	118.026	TEMPORARILY REMOVE AND REINSTALL EXISTING COT STREET LIGHT POLE (MEDINA RD STA. 234+70)	LS	1	\$ 7,500.00	\$ 7,500.00
56	118.030	TEMPORARILY REMOVE AND REINSTALL (3) EXISTING COT STREET LIGHT POLES (NOG HWY @ LOS REALES - STA.276+00 To STA.278+00)	LS	1	\$ 12,500.00	\$ 12,500.00
57	119.009	TEMPORARILY REMOVE AND REINSTALL EXISTING COT STREET LIGHT POLE (NEW FOUNDATION) (FAIR ST - STA.88+70)	LS	1	\$ 7,500.00	\$ 7,500.00
58	120.021	TRAFFIC SIGNAL ENGINEERING SERVICES (BILBY RD - STA.195+70)	LS	1	\$ 7,000.00	\$ 7,000.00
59	120.030	TEMPORARILY REMOVE AND REINSTALL EXISTING TDOT NB TRAFFIC SIGNAL POLE/ FOUNDATION/ MAST ARM, (4) NB SIGNAL HEADS, NB LUMINAIRE, NB CAMERA, EB TRAFFIC SIGNAL POLE/FOUNDATION/MAST ARM, (2) EB SIGNAL HEADS, EB PED SIGNAL/ POLE/ FOUNDATION/ BUTTON, (1) PED SIGNAL, EB CAMERA. ITEM INCLUDES TEMPORARY TRAFFIC SIGNAL. (NOG HWY @ LOS REALES - STA.274+50 To STA.275+30)	LS	1	\$ 88,900.00	\$ 88,900.00
60	121.019	REMOVE AND REPLACE EXISTING HEADWALL IN KIND (STA.172+60)	LS	1	\$ 6,252.20	\$ 6,252.20
61	125.007	FAIR AVE STORM DRAIN RELOCATION (RCP, MANHOLE, CATCH BASIN)	LS	1	\$ 103,586.73	\$ 103,586.73
62	128.009	WATER CHANGE OUT - 8" DIP (STA.89+07) (EX. 8" CA IN FAIR ST)	LF	30	\$ 208.68	\$ 6,260.40

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #2 - REVISED LINE ITEM LIST (PER LIR#2)

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
63	128.011	WATER CHANGE OUT - 12" DIP (STA.102+31) (EX. 12" CA @ RODEO WASH)	LF	30	\$ 233.22	\$ 6,996.60
64	128.015	WATER CHANGE OUT - 8" DIP (STA.142+20) (EX. 8" CA CROSSING FLETCHER AVE)	LF	30	\$ 208.68	\$ 6,260.40
65	128.042	WATER CHANGE OUT - 8" PVC (DREXEL RD WATER MODIFICATIONS W/ VALVES)	LF	130	\$ 661.45	\$ 85,988.50
66	200.100	36" SEWER (MATERIAL BUY) (PVC SDR35)	LF	29355.695	\$ 95.38	\$ 2,799,946.23
66B	200.100B	36" SEWER (MATERIAL BUY) (PVC SDR35) (REVISED UNIT PRICE)	LF	7294	\$ 182.95	\$ 1,334,437.30
67	200.101	36" SEWER (INSTALLATION)	LF	36051	\$ 192.21	\$ 6,929,362.71
68	200.420	18" SEWER (MATERIAL BUY) (PVC SDR 35)	LF	285	\$ 24.28	\$ 6,919.80
69	200.421	18" SEWER (INSTALLATION)	LF	285	\$ 95.44	\$ 27,200.40
70	200.520	21" SEWER (SIPHON) (MATERIAL BUY)	LF	360	\$ 131.07	\$ 47,185.20
71	200.521	21" SEWER (SIPHON) (INSTALLATION)	LF	360	\$ 123.06	\$ 44,301.60
72	200.530	12" SEWER (SIPHON) (MATERIAL BUY)	LF	180	\$ 29.67	\$ 5,340.60
73	200.531	12" SEWER (SIPHON) (INSTALLATION)	LF	180	\$ 121.47	\$ 21,864.60
74	202.100	5' DIAMETER MANHOLE (36" LINE) (MATERIAL BUY)	EACH	47	\$ 16,748.64	\$ 787,186.08
75	202.101	5' DIAMETER MANHOLE (36" LINE) (INSTALLATION)	EACH	47	\$ 11,290.85	\$ 530,669.95
76	203.100	6' DIAMETER MANHOLE (36" LINE) (MATERIAL BUY)	EACH	4	\$ 23,848.71	\$ 95,394.84
77	203.101	6' DIAMETER MANHOLE (36" LINE) (INSTALLATION)	EACH	4	\$ 12,511.19	\$ 50,044.76
78	204.420	7' DIAMETER MANHOLE (18" LINE) (MATERIAL BUY)	EACH	2	\$ 31,432.46	\$ 62,864.92
79	204.421	7' DIAMETER MANHOLE (18" LINE) (INSTALLATION)	EACH	2	\$ 22,133.22	\$ 44,266.44
80	205.100	5' DIAMETER MANHOLE W/SCOUR PROTECTION (36" LINE) (MATERIAL BUY)	EACH	2	\$ 19,575.96	\$ 39,151.92

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #2 - REVISED LINE ITEM LIST (PER LIR#2)

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
81	205.101	5' DIAMETER MANHOLE W/SCOUR PROTECTION (36" LINE) (INSTALLATION)	EACH	2	\$ 14,256.49	\$ 28,512.98
82	206.300	6' DIAMETER METERING MANHOLE (36" LINE) (MATERIAL BUY)	EACH	1	\$ 22,502.96	\$ 22,502.96
83	206.301	6' DIAMETER METERING MANHOLE (36" LINE) (INSTALLATION)	EACH	1	\$ 46,457.02	\$ 46,457.02
84	211.100	CONCRETE MANHOLE COLLAR 211	EACH	9	\$ 575.00	\$ 5,175.00
85	212.100	CONCRETE MANHOLE COLLAR 212	EACH	49	\$ 675.00	\$ 33,075.00
86	213.005	UPRR (RAILPROS) FLAGGERS (TUCSON DIVERSION CHANNEL - SIPHON STRUCTURES)	DY	0	\$	\$
87	213.005B	RAILPROS OBSERVATION SERVICES (TUCSON DIVERSION CHANNEL - SIPHON STRUCTURES)	DY	45	\$ 1,600.00	\$ 72,000.00
88	213.014	UPRR (RAILPROS) FLAGGERS (UPRR BORING CROSSING - SPURLINE RAILS STA. 126+99)	DY	10.5	\$ 1,394.95	\$ 14,647.00
89	213.014B	RAILPROS OBSERVATION SERVICES (UPRR BORING CROSSING - SPURLINE RAILS STA. 126+99)	DY	46	\$ 1,502.45	\$ 69,112.50
90	213.041	UPRR (RAILPROS) FLAGGERS (UPRR BORING CROSSING - MAINLINE RAILS STA. 375+00) (24/7 SHIFT WITH OT)	DY	3	\$ 3,459.00	\$ 10,377.00
91	213.041B	RAILPROS OBSERVATION SERVICES (UPRR BORING CROSSING - MAINLINE RAILS STA. 375+00)	DY	20	\$ 2,020.00	\$ 40,400.00
92	213.042	UPRR (RAILPROS) FLAGGERS (UPRR BORING CROSSING - MAINLINE RAILS STA. 10+28 DREXEL RD) (24/7 SHIFT WITH OT)	DY	3	\$ 3,459.00	\$ 10,377.00
93	213.042B	RAILPROS OBSERVATION SERVICES (UPRR BORING CROSSING - MAINLINE RAILS STA. 10+28 DREXEL RD)	DY	20	\$ 2,020.00	\$ 40,400.00
94	213.100	UPRR ROW BARRIER - ROPE/T-POST	LF	36600	\$ 0.83	\$ 30,378.00

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CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #2 - REVISED LINE ITEM LIST (PER LIR#2)

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
95	214.002	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.22+10 To STA.22+70)(HP Gas)	LF	60	\$ 2,845.46	\$ 170,727.60
96	214.003	JACK AND BORE - 60" CASING (0.844" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.31+83 To STA.38+39) (ADOT - I-10)	LF	656	\$ 2,436.47	\$ 1,598,324.32
97	214.005	JACK AND BORE - 60" CASING (0.844" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.49+72 To STA.50+65) (For 21", 21", 12" SIPHON PIPE At VA Wash)	LF	93	\$ 3,972.27	\$ 369,421.11
98	214.005B	JACK AND BORE - UPRR ZONE A 24/7 OPERATION (STA.49+72 To STA.50+65) (For 21", 21", 12" SIPHON PIPE At VA Wash)	LS	1	\$ 5,000.00	\$ 5,000.00
99	214.006	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.60+40 To STA.64+07) (AJO WAY)	LF	367	\$ 1,671.47	\$ 613,429.49
100	214.008	JACK AND BORE - 54" CASING (0.625" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.194+85 To STA.196+15) (BILBY RD)	LF	130	\$ 2,006.34	\$ 260,824.20
101	214.012	JACK AND BORE - 60" CASING (0.844" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.114+82 To STA.118+05) (IRVINGTON RD)	LF	323	\$ 1,746.84	\$ 564,229.32
102	214.014	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.126+99 To STA.128+22) (UPRR SPURLINE)	LF	227	\$ 1,709.81	\$ 388,126.87

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CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #2 - REVISED LINE ITEM LIST (PER LIR#2)

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
103	214.014B	JACK AND BORE - UPRR ZONE A 24/7 OPERATION (STA.126+99 To STA.128+22) (UPRR SPURLINE)	LS	0	\$ 5,000.00	\$ -
104	214.018	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.168+50 To STA.169+50) (DREXEL RD)	LF	110	\$ 1,942.59	\$ 213,684.90
105	214.024	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.220+70 To STA.223+30) (VALENCIA RD)	LF	285	\$ 1,363.23	\$ 388,520.55
106	214.026	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.233+43 To STA.235+09) (VALENCIA WASH)	LF	166	\$ 1,218.80	\$ 202,320.80
107	214.027	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.248+40 To STA.248+60) (TEP POLE @ ELVIRA)	LF	0	\$ 2,367.39	\$ -
108	214.032	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.289+33 To STA.289+70) (ELVADO WASH)	LF	37	\$ 1,846.57	\$ 68,323.09
109	214.034	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.305+66 To STA.307+37) (AERO PARK RD)	LF	180	\$ 1,393.94	\$ 250,909.20
110	214.036	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.326+35 To STA.329+05) (HERMANS RD)	LF	270	\$ 1,290.70	\$ 348,489.00
111	214.041	JACK AND BORE - 54" CASING (0.781" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.374+31 To STA.375+73) (UPRR MAINLINE)	LF	142	\$ 1,100.79	\$ 156,312.18

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CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #2 - REVISED LINE ITEM LIST (PER LIR#2)

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
112	214.041B	JACK AND BORE - UPRR ZONE A 24/7 OPERATION (STA.374+31 To STA.375+73) (UPRR MAINLINE)	LS	1	\$ 5,000.00	\$ 5,000.00
113	214.042A	JACK AND BORE - 30" CASING (0.75" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.10+28 To STA.11+50) (UPRR MAINLINE @ DREXEL RD)	LF	122	\$ 795.02	\$ 96,992.44
114	214.042B	JACK AND BORE - 30" CASING (0.75" WALL), INSTALL CARRIER PIPE AND SLURRY FILL (STA.11+90 To STA.12+81) (DREXEL RD TIE-IN)	LF	91	\$ 840.74	\$ 76,507.34
115	214.042C	JACK AND BORE - UPRR ZONE A 24/7 OPERATION (STA.10+28 To STA.11+50) (UPRR MAINLINE @ DREXEL RD)	LS	1	\$ 5,000.00	\$ 5,000.00
116	216.006	ASPHALT PAVEMENT PATCH - AJO WEST OF UPRR (6" AC ON 6" ABC) (STA.62+00 To STA.63+00)	SY	15.6	\$ 202.35	\$ 3,156.66
117	216.007	ASPHALT PAVEMENT PATCH - FAIR AVE (3" AC ON 6" ABC) (STA.64+00 To STA.74+50)	SY	2303	\$ 36.94	\$ 85,072.82
118	216.009A	ASPHALT PAVEMENT PATCH - FAIR AVE/PENNSYLVANIA DR (3" AC ON 6" ABC) (STA.85+50 To STA.86+30)	SY	155	\$ 47.49	\$ 7,360.95
119	216.009B	ASPHALT PAVEMENT PATCH - FAIR ST/MICHIGAN DR (3" AC ON 6" ABC) (STA.88+70 To STA.89+50)	SY	107	\$ 112.43	\$ 12,030.01
120	216.006	ASPHALT PAVEMENT PATCH - IRVINGTON WEST OF UPRR (6" AC ON 6" ABC) (STA.115+00- STA.115+60)	SY	18.7	\$ 225.50	\$ 4,216.85

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CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #2 - REVISED LINE ITEM LIST (PER LIR#2)

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
121	216.018	ASPHALT PAVEMENT PATCH - DREXEL WEST OF UPRR (4" AC ON 6" ABC) (STA.168+80 To STA.169+20)	SY	18.7	\$ 203.62	\$ 3,807.69
122	216.021	ASPHALT PAVEMENT PATCH - BILBY RD (4" AC ON 6" ABC) (STA.195+20 To STA.195+70)	SY	0	\$ 147.14	\$ -
123	216.023	ASPHALT PAVEMENT PATCH - NOGALES HWY/VALENCIA RD (5" AC ON 10" ABC) (STA.207+70 To STA.235+80)	SY	6668	\$ 47.75	\$ 318,397.00
124	216.024	ASPHALT PAVEMENT CORES W/SLURRY - VALENCIA AT NOGALES HWY (221+40-222+60)	EACH	5	\$ 1,744.47	\$ 8,722.35
125	216.028	ASPHALT PAVEMENT PATCH - TETON RD (4" AC ON 6" ABC) (STA.254+50 To STA.255+50)	SY	133	\$ 81.84	\$ 10,884.72
126	216.030	ASPHALT PAVEMENT PATCH - NOGALES HWY/LOS REALES RD (5" AC ON 10" ABC) (STA.272+30 To STA.277+80)	SY	1864	\$ 52.25	\$ 97,394.00
127	216.042	ASPHALT PAVEMENT PATCH - DREXEL RD EAST OF UPRR (4" AC ON 6" ABC) (STA.12+40 To STA.13+00)	SY	280	\$ 81.18	\$ 22,730.40
128	216.042	ASPHALT PAVEMENT PATCH - DREXEL RD WATER ONLY	SY	73	\$ 103.22	\$ 7,535.06
129	219.027	MONITORING WELL PROTECTION/REPAIR (CRA-13 and CRA-14)	EACH	2	\$ 1,169.24	\$ 2,338.48
130	219.028	MONITORING WELL PROTECTION/REPAIR (CRA-31S and CRA-31D)	EACH	2	\$ 1,169.24	\$ 2,338.48
131	219.029	MONITORING WELL PROTECTION/REPAIR (D-5, CRA-57SD, S-18, S-9, and D-2)	EACH	5	\$ 1,169.24	\$ 5,846.20
132	219.030	MONITORING WELL PROTECTION/REPAIR (CRA-39SD, CRA-38 and CRA-22 DS)	EACH	3	\$ 1,169.24	\$ 3,507.72

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CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #2 - REVISED LINE ITEM LIST (PER LIR#2)

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
133	219.031	MONITORING WELL PROTECTION/REPAIR (MWR-2 and CRA-18)	EACH	2	\$ 1,169.24	\$ 2,338.48
134	221.410	10' DIAMETER MANHOLE (36" LINE) (MATERIAL BUY)	LS	0	\$ 115,320.00	\$ -
135	221.411	10' DIAMETER MANHOLE (36" LINE) (INSTALLATION)	EACH	0	\$ 25,977.95	\$ -
136	225.511	SIPHON STRUCTURE #7 (DOWNSTREAM)	EACH	1	\$ 168,585.84	\$ 168,585.84
137	225.521	SIPHON STRUCTURE #8 (UPSTREAM)	EACH	1	\$ 179,498.84	\$ 179,498.84
138	225.531	SIPHON STRUCTURES #7 AND #8 UPGRADE TO ARMOROCK PRECAST POLYMER CONCRETE (ADD ALTERNATE TO SIPHON ITEMS ABOVE)	EACH	1	\$ 206,252.84	\$ 206,252.84
139	225.521	SIPHON STRUCTURE #7 SLIDERAIL SHORING (UNFORESEEN UPRR ZONE B)	EACH	1	\$ 25,000.00	\$ 25,000.00
140	240.021	SEWER CHANGE OUT - 8" DIP (STA.195+30) (EX. 8" VCP IN BILBY RD)	LF	0	\$ 471.28	\$ -
141	240.028	SEWER CHANGE OUT - 10" DIP (STA.252+00) (EX. 10" VCP NORTH OF TETON RD)	LF	20	\$ 467.78	\$ 9,355.60
142	240.031	SEWER CHANGE OUT - 10" DIP (STA.283+50) (EX. 10" VCP EAST OF PAN TAK ST)	LF	20	\$ 467.78	\$ 9,355.60
143	250.021	FMP OF 8" SEWER (STA.195+30, BILBY, SHEET C-21)	EACH	0	\$ 3,715.00	\$ -
144	250.028	FMP FOR 10" SEWER (STA.252+00, TETON, SHEET C-28)	EACH	1	\$ 3,800.00	\$ 3,800.00
145	250.031	FMP FOR 10" SEWER (STA.283+50, PANTAK, SHEET C-31)	EACH	1	\$ 7,985.00	\$ 7,985.00
146	250.041	FMP FOR 18" & 36" SEWER (STA. 376+16, ONI PH 1, SHEET C-41)	EACH	1	\$ 13,392.00	\$ 13,392.00
147	255.042	FMP FOR 8" & 18" SEWER (STA.13+00, DREXEL, SHEET C-42)	AL	1	\$ 141,500.00	\$ 141,500.00

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CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #2 - REVISED LINE ITEM LIST (PER LIR#2)

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
148	298.001	32 LB MAGNESIUM ANODES (CASING BORES AT STA.126+99, STA.374+31, STA.11+00) (POTENTIAL UPRR REQUIREMENT)	AL	0	\$ 396.77	\$ -
149	298.002	TYPE 2/5 CORROSION TEST STATION (POTENTIAL UPRR REQUIREMENT)	AL	0	\$ 3,631.30	\$ -
150	298.003	CORROSION TESTING REPORT (POTENTIAL UPRR REQUIREMENT)	AL	0	\$ 2,750.00	\$ -
151	298.004	SMART COVER H2S MONITORING SYSTEM	AL	4	\$ 7,150.00	\$ 28,600.00
152	298.005	PCRWRD ALLOWANCE: UTILITY MODIFICATIONS AND STAND-BY INSPECTIONS	AL	1	\$ 18,578.89	\$ 18,578.89
153	298.006	PCRWRD ALLOWANCE: WILDCAT DUMPING AND DEBRIS REMOVAL FROM SEWER ALIGNMENT	LOAD	12	\$ 816.24	\$ 9,794.88
154		COST OF CONSTRUCTION - LINE ITEMS SUBTOTAL				\$ 22,903,215.81
155	299.001	II. CMAR CONTINGENCY	LS	1	\$ 250,538.57	\$ 250,538.57
156		SUBTOTAL A. (DIRECT CONSTRUCTION COSTS)				\$ 23,153,754.38
157		INDIRECT CONSTRUCTION COSTS				\$ -
158		III. GENERAL CONDITIONS				\$ -
159	300.102	FIELD ENGINEER	WK	108	\$ 2,637.60	\$ 284,860.80
160	300.103	SUPERINTENDENT	WK	108	\$ 2,907.60	\$ 314,020.80
161	301.100	DRINKING WATER	WK	108	\$ 25.00	\$ 2,700.00
162	302.100	PORTABLE RESTROOMS	MO	25	\$ 480.00	\$ 12,000.00
163	303.100	SMALL TOOLS	WK	108	\$ 550.00	\$ 59,400.00
164	304.100	LAND RENTAL	MO	25	\$ 3,000.00	\$ 75,000.00
165	305.100	TEMPORARY FENCE FOR YARD	MO	25	\$ 681.00	\$ 17,025.00
166	308.100	SUPPLIES/REPROGRAPHICS	MO	25	\$ 350.00	\$ 8,750.00
167	309.100	TRASH DUMPSTER	MO	25	\$ 750.00	\$ 18,750.00
168	310.100	STORAGE CONTAINER	MO	25	\$ 300.00	\$ 7,500.00
169		SUBTOTAL B. (III. GENERAL CONDITIONS)				\$ 800,006.60
170		SUBTOTAL C. (DIRECT COSTS + GENERAL CONDITIONS)				\$ 23,953,760.98
171	400.100	IV. CMAR OVERHEAD (9.43% of Subtotal C)	LS	1	\$ 2,258,839.66	\$ 2,258,839.66
172		SUBTOTAL D. (DIRECT COSTS + GENERAL CONDITIONS + OVERHEAD)				\$ 26,212,600.64

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #2 - REVISED LINE ITEM LIST (PER LIR#2)

GMP#3 (CA#9) - CONSTRUCTION OF PHASE 2 SEWER (Old Nogales Interceptor)

Updated: March 24, 2022

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
173	800.100	VIII. CONSTRUCTION FEE (5% of Subtotal D)	LS	1	\$ 1,310,630.03	\$ 1,310,630.03
174	500.100	V. RAILROAD INSURANCE	LS	1	\$ 2,500.00	\$ 2,500.00
175	600.100	VI. GENERAL LIABILITY INSURANCE (0.2876% of Subtotal D + V + VIII)	LS	1	\$ 79,164.00	\$ 79,164.00
176	700.100	VII. PAYMENT AND PERFORM. BONDS	LS	1	\$ 171,645.53	\$ 171,645.53
177		<i>SUBTOTAL E. (SUBTOTAL D + V + VI + VII + VIII)</i>				\$ 27,776,540.20
178	900.100	IX.a. SOUTH TUCSON SALES TAX* (11.6% at 65% of 6.0% of Subtotal E)	LS	1	\$ 125,661.07	\$ 125,661.07
179	900.101	IX.b. CITY OF TUCSON SALES TAX* (8.7% at 65% of 66% of Subtotal E)	LS	1	\$ 1,036,703.81	\$ 1,036,703.81
180	900.102	IX.c. PIMA COUNTY SALES TAX* (6.1% at 65% of 28% of Subtotal E)	LS	1	\$ 308,375.15	\$ 308,375.15
181		<i>IX. SALES TAX SUBTOTAL(IX.a. + IX.b.)</i>				\$ 1,470,740.03
182		<i>GUARANTEED MAXIMUM PRICE (GMP)</i>				\$ 29,247,280.23
183	1000.000	X. OWNER'S CONTINGENCY				\$ -
184	1300.100	UNFORESEEN CONDITIONS	LS	1	\$ 300,000.00	\$ 300,000.00
185		<i>SUBTOTAL F. (OWNER'S CONTINGENCY)</i>				\$ 300,000.00
186		<i>TOTAL CONTRACT COST</i>				\$ 29,547,280.23

End of ATTACHMENT FIVE (5) to APPENDIX "C"

Borderland

CONSTRUCTION MANAGER AT RISK (CMAR)

3ASC15 - ONI PHASE 2

REMAINING PIPE PURCHASE - MATERIAL COST COMPARISON

PHASE 2 36" PIPE DESCRIPTION	LENGTH OF PIPE (FT)	CURRENT GMP#3 DIAMOND PLASTICS		Alternative #1 DIAMOND PLASTICS (G035152033 - NEGOTIATED)		Alternative #2 DIAMOND PLASTICS (G035200883 - REPRICE)		Alternative #3 NAPCO (G035200687)		Alternative #4 JM EAGLE (Email - 03/01/22)		Alternative #5 HOBAS (q18-430-A-1-30, 03/15/22)		
		PVC (\$/FT)	TOTAL (\$)	PVC (\$/FT)	TOTAL (\$)	PVC (\$/FT)	TOTAL (\$)	PVC (\$/FT)	TOTAL (\$)	PVC (\$/FT)	TOTAL (\$)	HOBAS (FT/EA)	HOBAS (\$/FT)	TOTAL (\$)
		PVC RECEIVED TO-DATE	30,289	\$ 89.41	\$ 2,708,139.49	\$ 89.41	\$ 2,708,139.49	\$ 89.41	\$ 2,708,139.49	\$ 89.41	\$ 2,708,139.49	\$ 89.41	\$ 2,708,139.49	
TOTAL REMAINING*	7,294	\$ 89.41	\$ 652,156.54	\$ 182.95	\$ 1,334,437.90	\$ 228.69	\$ 1,668,064.86	\$ 255.18	\$ 1,861,282.92	N/A - NO QUOTE		7,740	\$ 181.36	\$ 1,403,696.71
COUPLINGS AT CASINGS**	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A - NO QUOTE		4	\$ 3,500.00	\$ 14,000.00
36" PIPE COST SUBTOTAL			\$ 3,360,296.03		\$ 4,042,576.79		\$ 4,376,204.35		\$ 4,569,422.41					\$ 4,125,836.20
II. CMAR CONTINGENCY			\$0.00		\$0.00		\$0.00		\$0.00					\$0.00
IV. CMAR OVERHEAD			\$316,875.92		\$381,214.99		\$412,676.07		\$430,896.53					\$389,066.35
VIII. CONSTRUCTION FEE			\$183,858.60		\$221,189.59		\$239,444.02		\$250,015.95					\$225,745.13
VI. GENERAL LIABILITY INS.			\$111,043.24		\$133,589.66		\$144,614.61		\$150,999.63					\$136,341.03
VII. P&P BONDS			\$25,619.88		\$30,821.78		\$33,365.46		\$34,838.61					\$31,456.58
IX. SALES TAX			\$210,478.57		\$253,214.53		\$274,111.93		\$286,214.52					\$258,429.64
X. OWNER'S CONTINGENCY			\$0.00		\$0.00		\$0.00		\$0.00					\$0.00
TOTAL GMP AMOUNT			\$4,208,172.23		\$5,062,607.35		\$5,480,416.44		\$5,722,387.64					\$5,166,874.93
INCREASE FROM CURRENT GMP#3					\$854,435.12		\$1,272,244.21		\$1,514,215.42	N/A - NO QUOTE				\$958,702.70
DIFFERENCE TO ALTERNATIVE #1					-		\$417,809.09		\$659,780.30	N/A - NO QUOTE				\$104,267.58

*HOBAS LENGTH IS GREATER DUE TO REQUIREMENT TO START/TRANSITION AT THE LAST MANHOLE THAT CAN BE REACHED WITH CURRENT PVC QUANTITY

**HOBAS COUPLING WILL BE REQUIRED AT EACH CASING BORE LOCATION - \$3,500 EACH PROVIDED AS A BUDGETARY ESTIMATE ONLY (ACTUAL COST WILL NEED TO BE CONFIRMED)



FERGUSON WATERWORKS #3082
 2275 EAST GINTER ROAD
 TUCSON, AZ 85706

Phone: 520-294-3344
 Fax: 520-294-4770

Deliver To: EXP 12/20
 From: Christopher Bankemper
 Comments:

ALTERNATIVE #1

13:22:00 MAR 08 2022

Page 1 of 1

FERGUSON WATERWORKS #3083

Price Quotation
 Phone: 520-294-3344
 Fax: 520-294-4770

Bid No: B371703
 Bid Date: 03/08/22
 Quoted By: CJB

Cust Phone: 520-623-0900
 Terms: NET 10TH PROX

Customer: BORDERLAND CONSTRUCTION C
 PO BOX 27406
 17-034 CMAR OLD NOGALES HWY
 TUCSON, AZ 85726-7406

Ship To: BORDERLAND CONSTRUCTION C
 PO BOX 27406
 17-034 CMAR OLD NOGALES HWY
 TUCSON, AZ 85726-7406

Cust PO#: NEW 36" PRICING

Job Name: 17-034 OLD NOGALES INTRECPT

Item	Description	Quantity	Net Price	UM	Total
SDR35P3614FT	36X14 F679 PS46 PVC GJ SWR PIPE	7294	182.950	FT	1334437.30

Net Total: \$1334437.30
 Tax: \$0.00
 Freight: \$0.00
 Total: \$1334437.30

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3082&on=23765>



FERGUSON WATERWORKS #3082
 2275 EAST GINTER ROAD
 TUCSON, AZ 85706

Phone: 520-294-3344
 Fax: 520-294-4770

Deliver To: EXP 12/20
 From: Christopher Bankemper
 Comments:

ALTERNATIVE #2

11:12:29 MAR 11 2022

Page 1 of 1

FERGUSON WATERWORKS #3083

Price Quotation
 Phone: 520-294-3344
 Fax: 520-294-4770

Bid No: B372014
 Bid Date: 03/11/22
 Quoted By: CJB

Cust Phone: 520-623-0900
 Terms: NET 10TH PROX

Customer: BORDERLAND CONSTRUCTION C
 PO BOX 27406
 17-034 CMAR OLD NOGALES HWY
 TUCSON, AZ 85726-7406

Ship To: BORDERLAND CONSTRUCTION C
 PO BOX 27406
 17-034 CMAR OLD NOGALES HWY
 TUCSON, AZ 85726-7406

Cust PO#: FIRST RESPONSE

Job Name: 36" ONI DIAMOND

Item	Description	Quantity	Net Price	UM	Total
	DIAMOND'S FIRST OFFER				
SDR35P3614FT	36X14 F679 PS46 PVC GJ SWR PIPE	7294	228.690	FT	1668064.86
Net Total:					\$1668064.86
Tax:					\$0.00
Freight:					\$0.00
Total:					\$1668064.86

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
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<https://survey.medallia.com/?bidsorder&fc=3082&on=23765>



FERGUSON WATERWORKS #3082
 2275 EAST GINTER ROAD
 TUCSON, AZ 85706

Phone: 520-294-3344
 Fax: 520-294-4770

Deliver To: EXP 12/20
 From: Christopher Bankemper
 Comments:

ALTERNATIVE #3

11:05:18 MAR 11 2022

Page 1 of 1

FERGUSON WATERWORKS #3083

Price Quotation
 Phone: 520-294-3344
 Fax: 520-294-4770

Bid No: B372011
 Bid Date: 03/11/22
 Quoted By: CJB

Cust Phone: 520-623-0900
 Terms: NET 10TH PROX

Customer: BORDERLAND CONSTRUCTION C
 PO BOX 27406
 17-034 CMAR OLD NOGALES HWY
 TUCSON, AZ 85726-7406

Ship To: BORDERLAND CONSTRUCTION C
 PO BOX 27406
 17-034 CMAR OLD NOGALES HWY
 TUCSON, AZ 85726-7406

Cust PO#: NAPCO QUOTE

Job Name: 17-034 OLD NOGALES INTRECPT

Item	Description	Quantity	Net Price	UM	Total
	NAPCO QUOTE				
SDR35P3614FT	36X14 F679 PS46 PVC GJ SWR PIPE ALLOCATIONS WILL DETERMINE IF THEY CAN EVEN ACCEPT AND ORDER.	7294	255.180	FT	1861282.92

Net Total: \$1861282.92
 Tax: \$0.00
 Freight: \$0.00
 Total: \$1861282.92

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

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<https://survey.medallia.com/?bidsorder&fc=3082&on=23765>



Joel Harris

ALTERNATIVE #4

From: TimHohn@JMEagle.com
Sent: Tuesday, March 1, 2022 5:05 PM
To: christopher.bankemper@wolseleyind.com
Subject: RE: 36" SEWER QUOTE

Chris,

I am afraid I cannot quote this one right now.

When is it bidding? Our management teams need to talk, and hopefully I can quote it soon.

Thanks,

Tim Hohn
Inside Sales Coordinator
JM Eagle

Due to JM's declaration of force majeure, and continued raw materials shortages, all pricing and ship-dates are subject to change without notice

5200 W. Century Blvd., 10th Floor
Los Angeles, CA 90045
Ph. 800-621-4404 ext. 7926
Fax (310) 693-8225
TimHohn@JMEagle.com



DELIVERING GOOD WATER TO YOU



JM Eagle supports green initiatives in the manufacturing, transportation, installation and use of its products.

From: christopher.bankemper@wolseleyind.com <christopher.bankemper@wolseleyind.com>
Sent: Tuesday, March 1, 2022 11:57 AM
To: Tim Hohn <TimHohn@JMEagle.com>
Subject: 36" SEWER QUOTE

Hey Tim,

Can I please get a quote on 7,294 ft) 36"x14ft SDR35 delivered to Tucson AZ?

Thanks,

Please Rate Our Customer Service

Chris Bankemper
Outside Sales
Tucson Waterworks Division

Ferguson Waterworks
2275 E. Ginter Rd. Tucson, AZ 85706
T: 520-294-3344 C: 520-909-8521 F: 520-294-4770
Email: Christopher.Bankemper@ferguson.com

www.FergusonWaterworks.com

*****ALL PVC, COPPER & VOLATILE COMMODITIES FOR THE TIME BEING WILL BE REPRICED AT TIME OF SHIPMENT. CURRENT PRICING SUBJECT TO CHANGE.*****

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Quote Number: q18-430-A-1-30
 Date of Quote: 3/15/2022
 Project Name: Old Nogales Interceptor Ph. II
 Jobsite Location: Tucson, Arizona
 Owner: Pima County Regional Wastewater
 Bid Date: N/A
 Type of Job: Commercial
 Agent: No Agent

ALTERNATIVE #5

Hobas Pipe USA, Inc.
 1413 E. Richey Road
 Houston, Texas 77073
 +1 (800) 856-7473



PIPE PRODUCTS SUPPLY-QUOTE

To assist you in preparing your bid for the above referenced project, we are pleased to offer you the following prices for your consideration:

CIRCULAR PIPE								
QUANTITY	UNIT	SIZE (DN) in	CLASS (PN) psi	STIFFNESS (SN) psi	TYPE OF JOINT	PIPE LENGTH LF	UNIT PRICE USD \$	TOTAL USD \$
7,300	LF	36"	25 PSI	46 PSI	FWC Coupling*	20'	\$ 153.00	\$ 1,116,900
46	EA	36"	Freight Per Truck (Houston to Above Jobsite)**				\$ 4,500.00	\$ 207,000
* No Freight Included - See Separate Freight Rates Above								
** Freight Costs Shown Are Based on Rates at Bid Time, and on Quantities Shown. Buyer Will pay								
Actual Freight Invoice Amounts. Any Increase or Decrease in the freight is for Account of the Buyer.								

Hobas Package Total: \$ 1,323,900

Remarks: **BASED ON ORDERS BY 3/30/22, ANTICIPATED DELIVERY IS AUGUST 2022, SUBJECT TO PRIOR SALES.**

Additional Information:

\$1,323,900 / 7,300 LF = 181.36/LF

- The prices quoted above are firm for acceptance within 30 days of latest quote date. Final prices are valid for 1 year after receipt of Order Confirmation.
- Applicable sales taxes are to be added to the net amount of the quoted prices on transactions which are not exempt. Buyer is responsible for all applicable taxes.
- Terms: Net 30 days from date of invoice, subject to credit approval. Payments to be made via ACH. Payment bonds required on all public jobs. Private jobs without payment bonds will be required to pay 50% upfront with balance due in 30 days or provide a "Standby Letter of Credit".
- Prior to agreeing to a delivery start date and delivery rate, HOBAS requires a signed quotation or acceptable purchase order, receipt of approved submittal, and payment bond information.
- Freight Terms: F.O.B. above referenced Jobsite full freight quantities, with unloading by others (Incoterms 2020).
- HOBAS manufactures its pipe products to the specifications provided by the engineer and/or project owner and warrants them to be in line with such specifications as set forth in the attached General Terms, unless stated herein or any accompanying documentation.
- HOBAS cannot be responsible for and makes no warranties or representations as to the selection of a suitable pipe design for any specific job and/or methods used in installation of the pipe products.
- The enclosed HOBAS General Terms are hereby incorporated and expressly apply to this quotation.

ACCEPTANCE

Subject to being awarded the above referenced project we hereby order the outlined pipe products.

For information concerning this quote contact

COMPANY: _____

BY: _____

TITLE: _____

Quotation Approved by: *Richard P. Carrasquero*

General Terms in the next pages

GENERAL TERMS AND CONDITIONS OF SALE (GTCs)

1. DEFINITIONS

The following terms shall have the meaning hereby assigned to them:

- 1.1. "HOBAS" shall mean: Hobas Pipe USA, Inc. which issued a quotation or confirmed an order further to the terms outlined below.
- 1.2. "Buyer" shall mean: Any person, company or any other entity that places an order or a supply contract for Supplies with HOBAS.
- 1.3. "Parties" shall mean: HOBAS and the Buyer.
- 1.4. "Supplies" shall mean: The Products and/or the Services as/and when the context allows.
- 1.5. "Products" shall mean: The items, articles, commodity, goods, merchandise and ware sold by HOBAS.
- 1.6. "Services" shall mean: Any service which may include engineering documents, jointing, training, installation techniques and any other service which is not defined as Products but is inclusive within HOBAS's offer.
- 1.7. "General Terms" shall mean: These General Terms and Conditions of Sale.
- 1.8. "Full Settlement" shall mean: Funds paid by the Buyer for the Supplies when, and only when credited to HOBAS's Bank Account.
- 1.9. "Order Confirmation" A document issued by HOBAS and confirming the terms of the purchase order issued by the Buyer.

2. GENERAL PROVISIONS

- 2.1. These General Terms shall apply worldwide to the provision of Supplies by HOBAS to the Buyer. Any different statement in any document or correspondence shall be irrelevant if not expressly agreed in writing.
- 2.2. By placing an order, the Buyer is deemed to have accepted these General Terms without
- 2.3. These General Terms, as amended from time to time by HOBAS, and accordingly, subject to the terms and conditions then existing, shall apply to all transactions between HOBAS and the Buyer concerning the supply of Supplies by HOBAS.
- 2.4. Any form of general terms and conditions of the Buyer are expressly rejected in their entirety unless otherwise agreed in writing.
- 2.5. The Buyer shall not, without written consent of HOBAS, use any of the Products which is the subject of a purchase order for any purpose except as herein intended, or remove any of the Products from the designated jobsite until the purchase price for all of the Products has been fully paid to HOBAS.

3. OFFER AND ACCEPTANCE, QUOTATION

- 3.1. Acceptance of a quotation issued by HOBAS shall be binding on HOBAS only if made by the Buyer in writing within the validity date specified therein (automatically becoming the Order Confirmation with the date of acceptance by the Buyer). Unless otherwise agreed, any offer or quotation issued by HOBAS shall expire after thirty (30) calendar days.
- 3.2. Orders placed without prior quotations from HOBAS shall not be binding unless accepted by HOBAS and notified to the Buyer in writing. HOBAS is entitled to revoke any quotation, at any time, before issuance of such an Order Confirmation.
- 3.3. The information shown on any quotation is based on the interpretation of HOBAS of the plans and specifications received by the Buyer, however, such quotation is not guaranteed. It will be the sole responsibility of the Buyer to verify the quantities, sizes, and descriptions of the materials actually required for a respective project.
- 3.4. Occasionally, actual construction and/or soil conditions vary from those which were anticipated or described when a project was originally bid, thereby resulting in a change of conditions. When such changes affect the required pipe stiffness, joint configuration, pipe strength, etc., such adjustments may result in a change in the design and pricing of the pipe.
- 3.5. If the Products may be directly exposed to contaminated soils or ground waters, a revised construction and/or a different gasket material may be required to resist attack from some concentrations of some chemicals. The Buyer is requested to timely submit exposure levels for analysis and recommendations for a revised quotation by HOBAS (when required).
- 3.6. No hydro-testing or other tests, other than standard and internal HOBAS quality control tests are included in a quotation, unless specifically mentioned.
- 3.7. No NSF (National Sanitation Foundation) approved interior coating is supplied with the Products.
- 3.8. In the event of errors, omissions or illegibility communicated to HOBAS by the Buyer, upon formal request by HOBAS, the Buyer shall advise such clarification within five (5) working days. HOBAS will not proceed with any actions on the items requiring clarification until advised by the Buyer. Furthermore, HOBAS will not be held responsible for any delays caused by such clarifications.
- 3.9. In case the purchase order is cancelled, terminated, or suspended in whole or in part for whatever reason by the Buyer, HOBAS shall be entitled to charge from the Buyer any costs that incurred to it so far (including frustrated expenses) with regard to such cancelled, terminated or suspended purchase order, OR 30% of the cancelled or terminated purchase order amount, whichever is higher.

4. VARIATIONS OF ORDERS

- 4.1. HOBAS will consider Buyer's requests for variations of its orders for the Supplies, provided HOBAS may accept or reject any variation at its own discretion and no acceptance of a variation shall be binding unless stated in writing by HOBAS. If the variation is not accepted by HOBAS, the original purchase order remains binding.
- 4.2. If HOBAS accepts a variation request of the Buyer, the delivery times are adjusted accordingly.

5. PRICES AND TERMS OF PAYMENT

- 5.1. Unless otherwise agreed, the prices are ex-works (Incoterms 2020), in US Dollar, exclusive of state or local sales or use taxes or any other such taxes and duties (esp. exclusive of packaging, freight, postage, insurance and other shipping costs). On projects in

the sales invoice on transactions which are not exempt. On projects outside of Texas the Buyer will be responsible for all applicable taxes.

- 5.2. Standard length pipe will be invoiced at the established unit price per foot. Random length pipe, pipe with outlets, bevels, and other special pipes will be invoiced according to unit price per each plus unit price per foot of laying length. All fittings will be invoiced according to unit price only. Taps and Services will be invoiced according to quoted price by HOBAS.
- 5.3. Included in the quoted price is one coupling for each pipe unless otherwise noted on quote. If required, additional couplings will be for the Buyer's account. Bolts, nuts and gaskets for flanged connections will not be furnished. Not included in the quoted prices are (i) bolts, nuts, gaskets and follower rings for mechanical joint connections and (ii) any valves, meters, couplings pipe or fittings, other than those listed in the quotation issued by HOBAS.
- 5.4. The quotation issued by HOBAS covers only the pipe, fittings, appurtenances and other articles which are specifically listed and quoted in the body of the quotation. Not duties, taxes, field service, end caps or plugs, joint testing equipment, or other incidental appurtenances are included unless specified in the quotation.
- 5.5. The prices shown on the quotation are based upon receiving an order for all of the Supplies that are quoted, unless otherwise agreed to, in writing, by HOBAS.
- 5.6. Unforeseeable increases in the costs of raw materials, energy and wages or increase in government taxes after the Order Confirmation has been issued shall entitle HOBAS to adjust its prices as appropriate. Further, in the event that local or governmental legislation would change after Order Confirmation, HOBAS shall be fully compensated for any expenses relating to such change.
- 5.7. The payment of all amounts due from the Buyer to HOBAS shall be paid in full on or
- 5.8. All payment is to be made from the Buyer to HOBAS at Hobas Pipe USA, Inc., 1413 Richey Road, Houston, Texas 77073, by electronic transfer to a bank account specified by HOBAS.
- 5.9. In the event that the Buyer fails to pay, in part or whole, when due any amount which he is obliged to pay or if at any time the financial responsibility of the Buyer becomes impaired or unsatisfactory to HPUSA, such event shall constitute Buyer's default with respect to payment. If a Buyer's payment default shall occur, then HOBAS - amongst others - shall be entitled to
 - a) suspend the fulfillment of its own performance and demand a corresponding extension of the delivery period;
 - b) invoice all unsettled amounts derived from the order at hand or other orders concluded with the Buyer. These amounts shall become immediately due and payable;
 - c) charge default payment interest in the amount of 1% per month (equivalent to an annual percentage rate of 12% per annum) for an entire past due balance by Buyer. Interest shall begin to accrue thirty (30) calendar days from date of invoice. Furthermore, the right to charge the incurred costs due to the delay (including costs of the debt collection and reasonable attorney's fees) remains unaffected;
 - d) require C.O.D. payment, cashier's check, or any other form of payment satisfactory to HPUSA on any further shipments to Buyer;
 - e) cancel the unfilled portion of the purchase order until receipt of full payment of any outstanding amounts and compensation of losses and damages suffered by HOBAS in connection with such default.
- 5.10. In any circumstances, HOBAS reserves the right to request information from the Buyer regarding the establishment of credit, to require payment of a cash deposit prior to commencement of manufacturing, to require the Buyer to provide an irrevocable and confirmed Letter Of Credit issued by a major bank acceptable to HOBAS or other
- 5.11. In the event any dispute arises with respect to delivered Products or Services, the Buyer shall make payment of all undisputed amounts in accordance with the above.
- 5.12. In the event that the dispute, or any part thereof, is resolved in HOBAS's favor, the Buyer shall pay interest on the withheld payment due to HOBAS as specified above to compensate HOBAS for delay in receiving the payment.
- 5.13. Buyer is neither entitled to withhold payments nor offset any amount for whatever reason.

6. DELIVERY, FREIGHT AND ACCEPTANCE OF THE PRODUCTS

- 6.1. The quoted delivery is based upon using HOBAS's normal and customary equipment and personnel. In the event this procedure conflicts with any existing situation at or near the desired terminus of delivery, the Buyer shall receive and become responsible for the pipe and fittings at a delivery location acceptable to HOBAS's normal business procedure.
- 6.2. Delivery is based upon mutually agreed to schedule.
- 6.3. HOBAS must receive shipping instructions not less than forty-eight (48) hours before shipments are to be commenced. Failure of the Buyer to send such shipping instructions shall not in any way relieve the Buyer from liability under a purchase order.
- 6.4. Freight charges quoted are only estimates based on information received from the carrier. Final freight charges are subject to adjustment by the freight carrier due to market conditions and a variety of other reasons. Nonetheless, all final freight costs are the responsibility of the Buyer, and the Buyer will be billed and agrees to pay for final freight, shipping, and any other associated charges in excess of the initial amount quoted.
- 6.5. The Buyer acknowledges that the Products are made-to-order and that it will be the responsibility of the Buyer to accept delivery of the Products as manufactured, and unload at designated jobsite or storage site. The Products shall be handled and stored in accordance with HOBAS's recommendations.
- 6.6. If the unloading of trucks is delayed beyond two (2) hours by the Buyer or his installation contractor, detention time will be charged to the Buyer at the current established rate per hour. If trucks cannot be unloaded as planned, due to no fault of HOBAS, and must return to HOBAS plant, or any other location at the direction of HOBAS, hauling charges to and from the alternate point of delivery, at the prevailing rate will be

6.7. If applicable. These charges will be invoiced during the month in which the costs are incurred and payment is due as if delivery had been made.

6.8. Unless otherwise stated in the quotation issued by HOBAS, unit prices and/or lump sums quoted herein are based upon full load shipments.

6.9. The Buyer will provide access and suitable right-of-way for deliveries to be made. If the Buyer cannot receive shipments as scheduled,

(i) The Buyer must notify HOBAS at least four (4) weeks prior to scheduled start of delivery, and upon mutual agreement, production and delivery will be rescheduled.

(ii) If the Buyer delays delivery more than thirty calendar (30) days beyond the scheduled delivery date, at HOBAS's option all delayed Products will be invoiced at 100% and payment is due per the original delivery schedule.

6.10. HOBAS shall not be responsible for a delay in availability of the Supplies and/or delivery if the delay is attributable to HOBAS not being supplied properly by HOBAS's supplier and HOBAS can prove that they have exercised the care of a prudent business to ensure that HOBAS would be able to supply properly and on time.

7. TRANSFER OF RISK

7.1. The risk concerning the Products shall pass over to the Buyer with deployment of the Products by HOBAS ex-works (Incoterms 2020) or with delivery of the Products by HOBAS at the designated jobsite, if so quoted.

7.2. If delays of dispatch are attributable to the Buyer, the risk is already transferred with the notification of readiness for dispatch.

7.3. If the Products are not picked up by the Buyer at the agreed delivery date(s) for whatever reason not directly attributable to HOBAS, the risk concerning the Products shall pass to the Buyer at the time of the agreed delivery date(s).

8. RESERVATION OF TITLE

8.1. HOBAS reserves title to the Products until Full Settlement of all unsettled payments and claims. The Buyer agrees to keep the Products separate from the goods of other suppliers so that it is possible at all times to attribute title to HOBAS.

8.2. The Buyer is entitled to resell the Products in the course of normal business. However,

9. DESIGN AND DRAWINGS, INDUSTRIAL PROPERTY RIGHTS

9.1. All drawings, technical information, calculations etc. furnished by HOBAS to the Buyer shall remain the property of HOBAS. The design and construction of the pipeline with respect to line and grade, location of fittings, blockings internal and external forces and other design considerations are not the responsibility of HOBAS. Design and engineering services offered by HOBAS are provided in good faith and HOBAS assumes no liability for the content or accuracy of any submitted plans or drawings, which shall at all times be subject to the Buyer's confirmation.

9.2. HOBAS remains the owner of any intellectual property rights relating to the Products and Buyer does not obtain any title in respect of the aforementioned intellectual property rights.

9.3. Drawings, technical documents or other technical information provided by HOBAS shall not, without the prior written authorization of HOBAS, be used for any other purpose than installation, commissioning, operation or maintenance of the Products and shall not - without the prior written authorization of HOBAS - be otherwise used, copied, reproduced, transmitted or communicated to a third party.

9.4. The Buyer shall indemnify and hold HOBAS fully harmless in case of any violation of this Section 9. or HOBAS's protected intellectual or property rights.

10. WARRANTY

10.1. The Products are warranted as follows:

(i) To be manufactured in accordance with the applicable plans and specifications, except that it will be the responsibility of the Buyer to ascertain the exact quantities, sizes, and descriptions of the materials required. Reference is made to Section 9.1;

(ii) Warranted for the earlier of a.) one (1) year from date of owner acceptance; OR b.) 18 months from delivery, to be free from defects caused by defective material or workmanship

10.2. Buyer's warranty rights are conditional upon the Buyer having fulfilled his obligations to inspect the Products and notify complaints properly. Notification of defects must be submitted in writing without delay, at the latest two (2) weeks after receipt of the Products.

10.3. A defect affecting part of a delivery shall not entitle the Buyer to lodge a complaint about the entire delivery.

10.4. A complaint about transit damage is to be notified directly to the freight forwarder in writing. The facts and circumstances are to be recorded by the Buyer in writing in a factual assessment of damages.

10.5. After receiving Buyer's written notice of a claim hereunder, HOBAS shall investigate the claim and without undue delay, in its sole discretion, repair or replace on-site or provide a replacement item for any defective Product. HOBAS shall accomplish the aforesaid at no additional cost to the Buyer, provided that the defects or damages are not due to the negligence, misuse, mishandling or misapplication of Products by the Buyer, its employees, contractors, or agents.

10.6. Unauthorized rework or improper treatment will result in the loss of all warranty claims. Only in order to avoid disproportionately large damages the Buyer is entitled to repair after prior notification to HOBAS and to demand compensation for the appropriate costs. Mixing components from other suppliers will render the warranty void. The warranty shall be limited to the repair or replacement of defective Products and Buyer will not be entitled to any other remedy or compensation.

11. LIMITATION OF LIABILITY

11.1. Notwithstanding anything to the contrary contained in an order or any correspondence, in no event shall HOBAS be liable to the Buyer for any claims for labor incident to any defective material or workmanship or non-conformity with project specifications, or for any special, indirect, incidental or consequential damages, whether or not the possibility of such

warranty or tort. HOBAS shall not be liable for any damages suffered by the Buyer due to delay of delivery of Products purchased by the Buyer.

11.2. HOBAS shall only be liable for damages if its intent or gross negligence can be documented in accordance with the statutory provisions and in such case HOBAS shall be liable up to the maximum amount of the respective purchase order giving rise to the claim.

11.3. No action, regardless of form, arising out of any alleged breach of contract or obligations may be brought by either party more than one (1) year after the cause of action has occurred.

11.4. A party suffering loss or damages shall take all reasonable measures to limit such loss or damages.

11.5. THE WARRANTY OUTLINED IN SECTION 10. IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DENIED. TO THE FULL EXTENT ALLOWED BY LAW, HOBAS DISCLAIMS ANY WARRANTY TO ANY PERSONS OR ENTITIES OTHER THAN THE BUYER.

12. FORCE MAJEURE

12.1. A Force Majeure event means an event or circumstance beyond the reasonable control or anticipation of HPUSA and which prevents HPUSA from performing its obligations hereunder.

12.2. The Parties shall not be liable for the breach of any obligation established hereunder, where and to the extent that the breach is due to causes beyond their control, including, without limitation, to flood, drought, earthquake, storm, fire, lightning, epidemic and pandemic, war, riot, civil disturbance or disobedience, material shortage, curfew, or restraint by court order or public authority.

12.3. In the case of a Force Majeure event, the performance of Supplies by HOBAS shall be suspended for the duration of the Force Majeure and the agreed delivery dates shall be extended accordingly.

12.4. If the Force Majeure events lasts longer than forty (40) working days, the Parties shall have the right to cancel any purchase order affected by the Force Majeure, whereby HOBAS

13. WAIVER

The failure of HOBAS to enforce or to exercise, at any time or for any period of time any right or remedy arising pursuant to or under the General Terms or the purchase order does not constitute, and shall not be construed as, a waiver of such term or right or remedy and shall in no way affect HOBAS's right to enforce or exercise it later. Any waiver to this effect must be made in writing.

14. CONFIDENTIALITY AND DATA PROTECTION

14.1. The exchange of confidential information shall require the prior written approval of the respective other Party for being disclosed to a third party.

14.2. The Parties and their servants are obliged to maintain secrecy regarding all technical, personnel, business, financial and other matters of each other that is essential for a Party and not known by the public. This obligation shall continue to exist even after the end of the cooperation.

14.3. No announcement or public statement concerning the existence, subject matter or any term of their cooperation will be made by or on behalf of any Party without the prior written consent of the other Party.

14.4. HOBAS may request to visit the jobsite premises with potential clients for the purpose of exhibiting and demonstrating the use of the Products in an actual construction setting, after making the appropriate arrangements with the Buyer.

15. COMPLIANCE WITH LAWS

Each Party will comply in all material respects with all laws and regulations applicable to its activities under this General Terms. The Parties furthermore undertake to abstain from any illegal and unfair business practices. Each Party hereby warrants and guarantee to refrain from any actions that have a negative impact on the reputation or business of the

16. SERVERABILITY

16.1. If a provision of these General Terms is or becomes legally invalid or if there is any gap that needs to be filled, the validity of the remainder of the General Terms shall not be affected thereby.

16.2. Invalid provisions shall be replaced by common sense with such provisions which come as close as possible to the intended result of the invalid provision. In the event of gaps such provision shall come into force by common consent which comes as close as possible to the intended result of the General Terms, should the matter have been considered in advance.

16.3. Any changes of or amendments to this General Terms - including this provision - must be in writing to become effective.

17. JURISDICTION AND APPLICABLE LAW

17.1. These General Terms shall be deemed to have been made in Harris County, Texas regardless of the order in which the signature of the Parties shall be affixed hereto, and shall be interpreted, and the rights and liabilities of the Parties shall be determined, in accordance with the laws of the State of Texas (USA), excluding all conflict of law provisions requiring application of laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these General Terms.

17.2. It is agreed by HOBAS and the Buyer that if any controversy or claim arises out of or relates to these General Terms and the purchase order or any alleged breach thereof, exclusive jurisdiction and venue shall be in the appropriate State or Federal Court having subject matter sitting within Harris County, Texas (USA), and the Buyer and HOBAS hereby irrevocably agree to submit to the jurisdiction of such court.

17.3. Buyer's claims, rights and obligations against HOBAS cannot be assigned without prior approval of HOBAS.

orig	\$576,735.21	
am 1	\$1,325,211.19	\$1,901,946.40
am 2	\$12,902,005.26	\$14,803,951.66
am 3	\$183,410.62	\$14,987,362.28
am 4	\$1,412,332.49	\$16,032,873.53
am 5	\$0.00	\$16,032,873.53
am 6	\$28,718,039.73	\$44,750,913.26
am 7	\$0.00	\$44,750,913.26
am 8	\$0.00	\$44,750,913.26
am 9	\$829,240.50	\$45,580,153.76

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