



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 10/17/2017

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Borderland Construction Company, Inc.

**\*Project Title/Description:**

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

**\*Purpose:**

Amendment: Contract No. CT-PW-17-328, Amendment No. One (1). This amendment is for Phase 1 of the construction phase of the contract and extends the term of the contract to 06/30/18, amends the scope of work, and increases the contract amount by \$1,418,833.86 through the incorporation of an accepted Guaranteed Maximum Price 1 (GMP) Phase 1, schedule, and scope of work. Administering Department: Public Works.

**\*Procurement Method:**

Pursuant to Solicitation for Qualifications No. 247692, on 05/02/17, the Board of Supervisors awarded a contract for this project in the amount of \$183,369.91 for the initial contract phase which included preconstruction services for a contract term of 05/02/17 to 05/01/18.

Attachment: Amendment No. One (1)

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

This contract is for the CMAR to provide preconstruction and construction services for the entire Aerospace Parkway Widening Project, including intersection improvements at Nogales Highway and Raytheon Parkway. The preconstruction services phase includes value engineering, constructibility reviews, and a cost model development. The CMAR will develop multiple GMPs for each of the phases to construct the project throughout the term of the Contract and incorporate into this Contract by Amendment. This amendment adds GMP 1 for Phase 1 for construction of the extension of Raytheon Parkway south and Rocketeer Drive.

**\*Public Benefit:**

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

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

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

**\*Retroactive:**

No.

To: CoB- 10.2-17  
pgs- 34

Revised 8/2017

Page 1 of 2

Procure Dept 10/02/17 PM02:51

**Contract / Award Information**

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

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

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

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

**\*Is the Contract to a vendor or subrecipient?**

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? ☐ Yes ☐ No

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

**Amendment / Revised Award Information**

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

Amendment No.: One (1) AMS Version No.: Five (5)

Effective Date: 10/17/17 New Termination Date: 06/30/18

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

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 1,418,833.86

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

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

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

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

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

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

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

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

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

\*Funding Source: \_\_\_\_\_

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

Contact: Matt Sage, Commodity/Contracts Officer MHS

Department: Procurement 9/22/17 Telephone: 520-724-8586

Department Director Signature/Date: [Signature] 10/2/17

Deputy County Administrator Signature/Date: [Signature] 10/2/17

County Administrator Signature/Date: [Signature] 10/2/17

(Required for Board Agenda/Addendum Items)

**PIMA COUNTY PUBLIC WORKS ADMINISTRATION**

**PROJECT:** Construction Manager At Risk Services  
for Aerospace Parkway Widening  
(4AERO2)

**CONTRACTOR:** Borderland Construction Company, Inc.  
P.O. Box 27406  
Tucson, Arizona 85726

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

**AMENDMENT NO.:** One (1)

**FUNDING:** HURF 12.6%

**CONTRACT**

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

**AMENDMENT NO.** 01

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

<b>CONTRACT TERM:</b> 05/02/2017 - 05/01/2018	<b>ORIGINAL CONTRACT AMOUNT:</b>	\$	183,369.91
<b>TERMINATION PRIOR AMENDMENT:</b> NA	<b>PRIOR AMENDMENT(S):</b>	\$	-
<b>TERMINATION THIS AMENDMENT:</b> 06/30/2018	<b>AMOUNT THIS AMENDMENT:</b>	\$	1,418,833.86
	<b>REVISED CONTRACT AMOUNT:</b>	\$	1,602,203.77

**CONSTRUCTION CONTRACT AMENDMENT**

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

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

**WHEREAS**, Guaranteed Maximum Price (GMP) 1 shall pertain to project Phase 1; and

**WHEREAS**, CONTRACTOR and COUNTY have completed the majority of pre-construction services for Phase 1 and have mutually agreed upon an acceptable GMP 1, to include the schedule and scope of work for the construction of Phase 1 of the Project; and

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

**WHEREAS**, CONTRACTOR and COUNTY have reviewed all required documentation regarding available subcontracting opportunities, the certified SBE's who are ready, willing, able and qualified to perform the construction, and have agreed to the establishment of an SBE goal of 4% for GMP 1, Phase 1 of this project; and

**WHEREAS**, CONTRACTOR and COUNTY now agree to incorporate the GMP 1, Phase 1 SBE goal, and contractual provisions, conditions, terms, agreements and related documents required for the construction phase of the Project into the Contract, and

**WHEREAS**, COUNTY and CONTRACTOR, pursuant to Article 1, have agreed to extend the Term of the contract to June 30, 2018; and

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

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

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

NOW, THEREFORE, it is agreed as follows:

**CHANGE: ARTICLE 1 – TERM**

**FROM:** "This Contract, as approved by the Board of Supervisors, commences on May 2, 2017 and terminates on May 1, 2018, unless sooner terminated or further extended for Project completion. COUNTY may, with written notice to CMAR, extend this Contract for such additional period or periods as may be required for Project completion."

**TO:** "This Contract, as approved by the Board of Supervisors, commences on May 2, 2017 and terminates on June 30, 2018, unless sooner terminated or further extended for Project completion. COUNTY may, with written notice to CMAR, extend this Contract for such additional period or periods as may be required for Project completion."

**CHANGE: ARTICLE 2 – SCOPE OF WORK**

**Add the following paragraph:**

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

"J. The SBE Goal for GMP 1, Phase 1 is **Four Percent (4%)** of the total cost of Construction"

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

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

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

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

**FROM:** The Pre-construction Services Fee will not exceed One Hundred Eighty-Three Thousand Three Hundred Sixty-Nine Dollars and Ninety-One Cents (\$183,369.91), in accordance with the Pre-construction Services Fee Proposal incorporated herein as Appendix D – Preconstruction Services Fee Proposal (16 pages). Construction Services Fee will be a fixed fee, will be set forth in GMP(s) described in Article 2.E above and, if approved by COUNTY, will be incorporated into this Contract by Amendment.

**TO:** "The Preconstruction Services Phase Fee will not exceed One Hundred Eighty-Three Thousand Three Hundred Sixty-Nine Dollars and Ninety-One Cents (\$183,369.91). CMAR Construction Phase 1 Fee, that includes the Cost of the Work (direct construction cost), CMAR contingency, bonds, insurance and taxes (indirect construction costs) which comprises GMP 1, in the amount of One Million Four Hundred Eighteen Thousand Eight Hundred Thirty-Three Dollars and Eighty-Six Cents (\$1,418,833.86) inclusive of Sixty-Seven Thousand Five Hundred Sixty-Three Dollars and Fifty-Two Cents (\$67,563.52) for COUNTY (Owner) contingency, is hereby included in Appendix "F". COUNTY's acceptance of GMP 1, Phase 1 is subject to the understanding of the Parties that all other elements of future GMPs, if any, are and remain negotiable

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

**APPENDIX "F" – GMP 1, Phase 1 (15 Pages)**

APPENDIX "F": Construction Manager at Risk (CMAR) Services for Aerospace Parkway Widening  
GMP-1 Construction of Phase 1, proposal dated September 27, 2017 (15 pages, attached).

This Amendment shall be effective on October 17, 2017.

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

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

**APPROVED:**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**CMAR:**

  
\_\_\_\_\_  
Signature

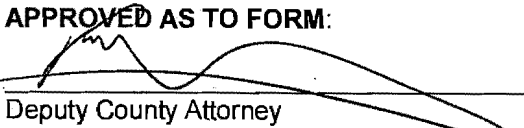
*Andy North Vice President*  
\_\_\_\_\_  
Name and Title (Please Print)

*9/29/17*  
\_\_\_\_\_  
Date

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**TOBIN ROSEN**

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

*9/27/17*  
\_\_\_\_\_  
Date

**APPENDIX "F"**

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

**GMP 1, Phase 1**

**Proposal Dated September 27, 2017**

**(15 pages)**



HEAVY ENGINEERING CONTRACTORS • CONSTRUCTION MANAGEMENT • CMAR

September 27, 2017

Nancy Cole  
Project Management Office  
Pima County  
201 North Stone, 2nd Floor  
Tucson, AZ 85701

RE: PC Project: Aerospace Parkway Widening  
PC Project No: 4AERO2  
PC Contract No: CT-PW-17-328

SUBJECT: GMP#1 - CONSTRUCTION OF PHASE 1 (Raytheon Parkway Extension)  
PROPOSAL & SUPPORTING EXHIBITS

Dear Ms. Cole,

In accordance with the Pre-construction Phase Services Contract for the above referenced project, we are pleased to submit our Guaranteed Maximum Price Proposal #1 (GMP #1). Attached to this cover letter you will find our GMP #1 Proposal Package dated September 27, 2017, for this Construction Manager at Risk (CMAR) project.

Borderland proposes to complete the work associated with GMP #1 for a not-to-exceed amount of **\$1,418,833.86**.

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

Sincerely,

Steve Shepherd  
President  
Borderland Construction Company, Inc.  
[sshep@borderland-inc.com](mailto:sshep@borderland-inc.com)



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

### GMP #1 - SUMMARY

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

#### GMP#1 - CONSTRUCTION OF PHASE 1 (Raytheon Parkway Southern Extension)

Dated: September 27, 2017

CONSTRUCTION	AMOUNT
<b>CONSTRUCTION COSTS:</b>	
I. Cost of Construction	\$ 972,835.69
II. CMAR Contingency	\$ 48,641.78
<b>SUBTOTAL</b> (Direct Construction Costs)	<b>\$ 1,021,477.47</b>
<b>INDIRECT CONSTRUCTION COSTS:</b>	
III. General Conditions	\$ 83,628.00
IV. Overhead	\$ 102,995.83
V. Railroad Insurance (N/A for Phase 1)	\$ -
VI. General Liability Insurance	\$ 3,648.22
VII. Payment and Performance Bonds	\$ 7,578.66
<b>SUBTOTAL</b> (Direct Cons. Cost + Gen Cond + Overhead + Insurance + Bonds)	<b>\$ 1,219,328.18</b>
VIII. Construction Fee	\$ 60,405.07
<b>SUBTOTAL</b> (Direct Cons. Cost + Gen Cond + Overhead + Insurance + Bonds + Fee)	<b>\$ 1,279,733.25</b>
IX. Arizona Gross Receipts Tax	\$ 71,537.09
<b>GUARANTEED MAXIMUM PRICE (GMP)</b>	<b>\$ 1,351,270.34</b>
<b>OTHER PROJECT COSTS:</b>	
X. Owner's Contingency	\$ 67,563.52
<b>TOTAL CONTRACT COST</b>	<b>\$ 1,418,833.86</b>

For supporting documentation - see also:

Attachment #1 - Schedule of Values

Attachment #2 - Scope of Work

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

Attachment #4 - Anticipated Construction Schedule

Attachment #5 - Cash-flow Forecast

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





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

**ATTACHMENT #1 - SCHEDULE OF VALUES**

**GMP#1 - CONSTRUCTION OF PHASE 1 (Raytheon Parkway Southern Extension)**

Dated: September 27, 2017

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
1	<b>I. COST OF CONSTRUCTION - LINE ITEMS</b>					
2	1090010	Fuel Adjustment Allowance	FA	10000	\$ 1.00	\$ 10,000.00
3	2010004	Preservation Fencing	LF	670	\$ 2.62	\$ 1,755.40
4	2010010	Clearing And Grubbing (Noxious And Invasive Species Control Allowance)	FA	1	\$ 10,000.00	\$ 10,000.00
5	2010011	Clearing And Grubbing	ACRE	9	\$ 991.13	\$ 8,920.17
6	2020001	Removal Of Structures & Obstructions	LS	1	\$ 3,497.42	\$ 3,497.42
7	2020007	Removal of Miscellaneous Concrete	LS	1	\$ 2,251.46	\$ 2,251.46
8	2020034	Removal of Signs and Delineators	LS	1	\$ 251.54	\$ 251.54
9	2020045	Removal of Riprap	SY	255	\$ 10.85	\$ 2,766.75
10	2030300	Roadway Excavation	CY	5853	\$ 10.21	\$ 59,759.13
11	2030401	Drainage Excavation	CY	1086	\$ 4.92	\$ 5,343.12
12	2030901	Borrow	CY	4078	\$ 8.15	\$ 33,235.70
13	3030003	Aggregate Base	CY	3462	\$ 33.71	\$ 116,704.02
14	4040111	Tack Coat	TON	9	\$ 660.02	\$ 5,940.18
15	4060001	Asphaltic Concrete (No. 1)	TON	2293	\$ 53.95	\$ 123,707.35
16	4060002	Asphaltic Concrete (No. 2)	TON	1185	\$ 58.92	\$ 69,820.20
17	4060510	Bituminous Material Price Adjustment Allowance	FA	1	\$ 1.00	\$ 1.00
18	5011042	Pipe, Reinforced Concrete, Class II, 36"	LF	291	\$ 149.35	\$ 43,460.85
19	5090020	Sewer Manhole Concrete Collar	EACH	2	\$ 621.32	\$ 1,242.64
20	5090101	Sewer Manhole, Reconstruct	EACH	2	\$ 2,345.42	\$ 4,690.84
21	5101412	Potable Water Pipe, PVC, 12", DR 14 (CL 305)	LF	60	\$ 166.04	\$ 9,962.40
22	5102608	Potable Water, Combination Air Release Valve, 2"	EACH	1	\$ 2,998.55	\$ 2,998.55
23	5103101	Potable Water, Adjust Valve Box and Cover	EACH	1	\$ 360.96	\$ 360.96
24	5105012	Potable Water, Pipe Remove & Dispose, 12" & Larger	LF	53	\$ 14.45	\$ 765.85



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

**ATTACHMENT #1 - SCHEDULE OF VALUES**

**GMP#1 - CONSTRUCTION OF PHASE 1 (Raytheon Parkway Southern Extension)**

Dated: September 27, 2017

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
25	5150005	Utility Potholing, Depth <12'	EACH	10	\$ 423.93	\$ 4,239.30
26	6016087	Pipe Culvert Headwall	EACH	1	\$ 9,994.90	\$ 9,994.90
27	6070010	Sign Post (Perforated) (Single)	LF	228	\$ 6.00	\$ 1,368.00
28	6070110	Foundation for Sign Post (Perforated)	EACH	22	\$ 120.00	\$ 2,640.00
29	6080016	Sign Panel (Traffic Control) (Permanent) (Type IV)	SF	170	\$ 8.50	\$ 1,445.00
30	7010001	Maintenance and Protection of Traffic	LS	1	\$ 26,626.60	\$ 26,626.60
31	7010007	Construction Area Elements (Predetermined Reimbursement Rate Allowance)	FA	15000	\$ 1.00	\$ 15,000.00
32	7010135	Barricade (Type III) (Permanent)	EACH	11	\$ 557.00	\$ 6,127.00
33	7010260	Obliterate Pavement Marking	LF	3829	\$ 0.91	\$ 3,484.39
34	7030075	Delineator (OM2-2V) (AD) (360 Degrees) (Yellow On Black)	EACH	5	\$ 25.00	\$ 125.00
35	7040005	Pavement Marking (White Extruded Thermoplastic) (0.090")	LF	5300	\$ 0.57	\$ 3,021.00
36	7040006	Pavement Marking (Yellow Extruded Thermoplastic) (0.090")	LF	5014	\$ 0.57	\$ 2,857.98
37	7060025	Pavement Marker, Reflective, (Type D, Yellow, Two-Way)	EACH	112	\$ 4.86	\$ 544.32
38	7060030	Pavement Marker, Reflective, (Type G, Clear, One-Way)	EACH	77	\$ 4.86	\$ 374.22
39	7080001	Painted Pavement Marking	LF	26677	\$ 0.18	\$ 4,801.86
40	7080010	Painted Pavement Symbol or Legend	EACH	23	\$ 78.96	\$ 1,816.08
41	7310000	Pole Base (Type A) (Alum. Frangible) (17" High)	EACH	1	Excluded	\$ -
42	7310017	Pole (Type A) (15')	EACH	2	\$ 324.53	\$ 649.06
43	7310050	Pole (Type R)	EACH	2	\$ 622.53	\$ 1,245.06
44	7310080	Pole Steel Strain with Galv. Pole Bands	EACH	2	Excluded	\$ -
45	7310235	Pole Foundation (Type R)	EACH	2	\$ 3,889.59	\$ 7,779.18
46	7310250	Pole Foundation (Steel Strain)	EACH	2	Excluded	\$ -
47	7310425	Mast Arm (45 ft.) (Tapered)	EACH	1	\$ 814.35	\$ 814.35
48	7310430	Mast Arm (50 ft.) (Tapered)	EACH	1	\$ 842.10	\$ 842.10



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

**ATTACHMENT #1 - SCHEDULE OF VALUES**

**GMP#1 - CONSTRUCTION OF PHASE 1 (Raytheon Parkway Southern Extension)**

Dated: September 27, 2017

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
49	7310535	Mast Arm (20 ft.) (Tapered) (Luminaire)	EACH	2	\$ 106.17	\$ 212.34
50	7320015	Electrical Conduit (1 1/2") (PVC)	LF	170	\$ 7.36	\$ 1,251.20
51	7320030	Electrical Conduit (3") (PVC)	LF	40	\$ 9.05	\$ 362.00
52	7320040	Electrical Conduit (4") (PVC)	LF	540	\$ 24.73	\$ 13,354.20
53	7320150	Tracer Wire	LF	7406	Excluded	\$ -
54	7320420	Pull Box (No. 7)	EACH	3	\$ 780.57	\$ 2,341.71
55	7320602	Conductors, Signal/Lighting (Intersection B)	LS	1	\$ 17,060.39	\$ 17,060.39
56	7330045	Traffic Signal Face (Type F)	EACH	7	\$ 743.17	\$ 5,202.19
57	7330057	Traffic Signal Face (Type R)	EACH	6	\$ 805.91	\$ 4,835.46
58	7330200	Traffic Signal Face (Pedestrian) (Man/Hand)	EACH	2	\$ 594.78	\$ 1,189.56
59	7330350	Traffic Signal Mounting Assembly (Type XI)	EACH	5	\$ 254.56	\$ 1,272.80
60	7330355	Traffic Signal Mounting Assembly (Type A.B./O-3)	EACH	8	\$ 529.63	\$ 4,237.04
61	7330500	Pre-Empt Beacon	EACH	3	\$ 562.21	\$ 1,686.63
62	7330510	Pre-Empt Sensor	EACH	4	\$ 1,267.98	\$ 5,071.92
63	7350003	Video Detection (Intersection B)	EACH	1	\$ 15,635.57	\$ 15,635.57
64	7350210	Loop Detector (6' x 70') (Quad)	EACH	2	\$ 2,382.74	\$ 4,765.48
65	7350400	Pedestrian Push Button (2" ADA Button) (With Sign)	EACH	1	\$ 693.71	\$ 693.71
66	7360050	Luminaire (Horizontal Mount) (LED)	EACH	2	\$ 1,245.05	\$ 2,490.10
67	7370002	Maintain Existing Traffic Signals and Lighting (Intersection B)	LS	1	\$ 3,586.77	\$ 3,586.77
68	7370102	Temporary Traffic Signal (Intersection B)	LS	1	\$ 4,779.95	\$ 4,779.95
69	7370202	Remove & Salvage or Reinstall Elec Equip & Conductors (Intersection B)	LS	1	\$ 6,628.23	\$ 6,628.23
70	8050004	Seeding (Class II)	ACRE	7	\$ 1,910.00	\$ 13,370.00
71	8061700	Landscape Pruning	HR	16	\$ 65.00	\$ 1,040.00
72	8080394	Pipe (PVC) (4") (Schedule 40) (Sleeve)	LF	200	\$ 15.29	\$ 3,058.00
73	8100001	AZPDES/NPDES (Original)	LS	1	\$ 20,350.73	\$ 20,350.73



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

**ATTACHMENT #1 - SCHEDULE OF VALUES**

**GMP#1 - CONSTRUCTION OF PHASE 1 (Raytheon Parkway Southern Extension)**

Dated: September 27, 2017

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
74	8100012	AZPDES/NPDES (Modified)	FA	1	\$ 20,000.00	\$ 20,000.00
75	9010001	Mobilization	LS	1	\$ 13,824.80	\$ 13,824.80
76	9080402	Concrete Header	LF	109	\$ 20.78	\$ 2,265.02
77	9090021	Survey Monument, Frame and Cover	EACH	4	\$ 360.96	\$ 1,443.84
78	9120002	Shotcrete (6")	SY	86	\$ 69.26	\$ 5,956.36
79	9130001	Riprap (Dumped)	CY	438	\$ 84.40	\$ 36,967.20
80	9130100	Concrete Channel Lining	SY	134	\$ 94.68	\$ 12,687.12
81	9210220	Conduit, 4" (TEP)	LF	778	\$ 13.85	\$ 10,775.30
82	9210230	Conduit, 6" (TEP)	LF	674	\$ 21.11	\$ 14,228.14
83	9210250	Concrete Encasement (TEP)	LF	115	\$ 24.22	\$ 2,785.30
84	9210260	Installation, PVC Sleeving, 6" (SWG)	LF	155	\$ 13.97	\$ 2,165.35
85	9210409	Joint Utility Trench	LF	1294	\$ 49.09	\$ 63,522.46
86	9234010	Pad, J-2, SR-234 (TEP)	EACH	4	\$ 1,378.21	\$ 5,512.84
87	9234030	Pad/Base, PME, SR-240 (TEP)	EACH	1	\$ 3,297.69	\$ 3,297.69
88	9250001	Construction Survey and Layout	LS	1	\$ 22,000.00	\$ 22,000.00
89	9330003	Handrail	LF	50	\$ 50.00	\$ 2,500.00
90	9750010	No.9 Vault (FO-301)	EACH	2	\$ 2,598.68	\$ 5,197.36
91						
92		<b>COST OF CONSTRUCTION - LINE ITEMS SUBTOTAL</b>				<b>\$ 972,835.69</b>
93		<b>II. CMAR CONTINGENCY</b>				
94		UNFORESEEN CONDITIONS - 60% PLANS (5% of LINE ITEM SUBTOTAL)	LS	1	\$ 48,641.78	\$ 48,641.78
95		<b>SUBTOTAL A. (DIRECT CONSTRUCTION COSTS)</b>				<b>\$ 1,021,477.47</b>
96		<b>INDIRECT CONSTRUCTION COSTS</b>				
97		<b>III. GENERAL CONDITIONS</b>				
98		CLEAN UP	LS	1	\$ 2,000.00	\$ 2,000.00
99		PORTABLE RESTROOMS	LS	1	\$ 1,400.00	\$ 1,400.00
100		SMALL TOOLS	LS	1	\$ 2,000.00	\$ 2,000.00
101		PERMITS	LS	1	\$ 4,500.00	\$ 4,500.00
102		SUPERINTENDENT	WK	16	\$ 2,574.00	\$ 41,184.00
103		PROJECT ENGINEER	WK	16	\$ 2,034.00	\$ 32,544.00
104		<b>SUBTOTAL B. (III. GENERAL CONDITIONS)</b>				<b>\$ 83,628.00</b>
105		<b>SUBTOTAL C. (DIRECT COSTS + GENERAL CONDITIONS)</b>				<b>\$ 1,105,105.47</b>



CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#1 - CONSTRUCTION OF PHASE 1 (Raytheon Parkway Southern Extension)

Dated: September 27, 2017

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
106		IV. CMAR OVERHEAD (9.32% of Subtotal C)	LS	1	\$ 102,995.83	\$ 102,995.83
107		<b>SUBTOTAL D. (DIRECT COSTS + GENERAL CONDITIONS + OVERHEAD)</b>				<b>\$ 1,208,101.30</b>
108		VIII. CONSTRUCTION FEE (5% of Subtotal D)	LS	1	\$ 60,405.07	\$ 60,405.07
109		V. RAILROAD INSURANCE	LS		\$ -	\$ -
110		VI. GENERAL LIABILITY INSURANCE (0.2876% of Subtotal D + V + VIII)	LS	1	\$ 3,648.22	\$ 3,648.22
111		VII. PAYMENT AND PERFORMANCE BONDS	LS	1	\$ 7,578.66	\$ 7,578.66
112		<b>SUBTOTAL E. (SUBTOTAL D + V + VI + VII + VIII)</b>				<b>\$ 1,279,733.25</b>
113		IX. SALES TAX (City of Tucson 8.6% at 65% of Subtotal E)	LS	1	\$ 71,537.09	\$ 71,537.09
114		<b>GUARANTEED MAXIMUM PRICE (GMP)</b>				<b>\$ 1,351,270.34</b>
115		X. OWNER'S CONTINGENCY				
116		UNFORESEEN CONDITIONS - 60% PLANS (5% of GMP)	LS	1	\$ 67,563.52	\$ 67,563.52
117		<b>SUBTOTAL F. (OWNER'S CONTINGENCY)</b>				<b>\$ 67,563.52</b>
118		<b>TOTAL CONTRACT COST</b>				<b>\$ 1,418,833.86</b>



CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #2 - SCOPE OF WORK

GMP#1 - CONSTRUCTION OF PHASE 1 (Raytheon Parkway Southern Extension)

Dated: September 27, 2017

BRIEF DESCRIPTION OF WORK:			
THIS PROJECT CONSISTS OF EXTENDING RAYTHEON PARKWAY TO ACCESS LAND SOUTH OF AEROSPACE PARKWAY. THE WORK INCLUDES ROADWAY GRADING, PAVING, SIGNING, PAVEMENT MARKING, TEMPORARY SIGNAL INSTALLATION, DRAINAGE AND SEEDING			
LIST OF PLANS & SPECIFICATIONS USED FOR GMP			
1	Document:	Prepared By:	Date:
2	AEROSPACE PARKWAY WIDENING: PHASE 1 RAYTHEON PARKWAY (SOUTHERN EXTENSION) <b>Stage III (60%) Design Plan Submittal</b>	AECOM	08/29/17
3	AEROSPACE PARKWAY WIDENING: PHASE 1 SOUTHERN EXTENSION <b>Stage III (60%) Cross Sections</b>	AECOM	08/29/17
4	AEROSPACE PARKWAY WIDENING: PHASE 1 SOUTHERN EXTENSION <b>Stage III (60%) Bid Item List/Quantity Estimate</b>	AECOM	08/29/17
5	AEROSPACE PARKWAY WIDENING: PHASE 1 RAYTHEON PARKWAY (SOUTHERN EXTENSION) <b>DRAFT Stage III (60%) Special Provisions</b>	AECOM	08/29/17
6	AEROSPACE PARKWAY WIDENING: PHASE 1 RAYTHEON PARKWAY (SOUTHERN EXTENSION) <b>DRAFT Design Summary Report</b>	AECOM	08/29/17
7			
8			
9			
10			





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

**ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS**

**GMP#1 - CONSTRUCTION OF PHASE 1 (Raytheon Parkway Southern Extension)**

Dated: September 27, 2017

<b>CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:</b>	
1	Sales Tax Rate - Assumed City of Tucson rates for GMP #1.
2	Item 2020001 - Remove Structures and Obstructions: GMP #1 includes cleaning up existing pit debris within the footprint of pit re-sloping (for traffic safety only - per pg. 8 of 50) - it does not include cleaning/removing debris from the entire pit area.
3	Item 2030401 - Drainage Excavation: Used Borderland takeoff quantity (45 CY additional from AECOM estimate)
4	Item 2030901 - Borrow: Used Borderland takeoff quantity (1272 CY additional from AECOM estimate)
5	Item 2030901 - Borrow: Borderland has assumed Phase 1 onsite materials are suitable for roadway embankments, trench backfill, and borrow. We have also assumed the additional borrow quantity (not generated from Phase 1 excavations) will be available (and suitable) from the new 2-3 acre drainage basin area being evaluated as part of the Phase 2 project (near Station 315+00, RT of the Kittelson concept plans). If onsite materials from the Phase 1 and Phase 2 projects cannot be utilized, there will be additional costs for embankments, trench backfill, and offsite borrow (i.e. import) needed for the project.
6	Clarification: Borderland has assumed onsite material will be suitable for trench backfill material (excluding bedding, shading) from 1' above pipe to subgrade.
7	Item 4060510 - Bituminous Material Price Adjustment Allowance: This allowance is not applicable if paving occurs prior to March 31, 2018. If for some reason beyond our control paving takes place after March 31, 2018 asphalt market conditions may require an escalation in the unit cost for bituminous materials.
8	Item 7010007 - Construction Area Elements (Predetermined Reimbursement Rate Allowance): This item was not included in the AECOM bid item list, but has been added to Borderland's GMP #1 to cover the cost of temporary traffic control devices
9	Phase 1 - GMP #1 includes only the interim signal modifications at Aerospace Parkway/Raytheon Parkway intersection - permanent signal configuration included as part of Phase 2 project. The interim signal costs have been updated per the coordination meeting held 9/12/17 - which revised the configuration shown in the Stage III (60%) plans.
10	Item 7310000 - Pole Base (type A) (Alum. Frangible) ( 17" High): Line item has been deleted (PC Furnished per meeting 9/12/17)
11	Item 7310080 - Pole Steel Strain with Galv. Pole Bands: Line item has been deleted (eliminated span wire per meeting 9/12/17)
12	Item 7310250 - Pole Foundation (Steel Strain): Line item has been deleted (eliminated span wire per meeting 9/12/17)
13	Item 7320150 - Tracer Wire: Line item has been deleted from Phase 1 and will be moved to the Phase 2 project (per meeting 9/12/17)



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

**ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS**

**GMP#1 - CONSTRUCTION OF PHASE 1 (Raytheon Parkway Southern Extension)**

Dated: September 27, 2017

<b>CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK</b>	
14	Item 7330500 - Pre-Empt Beacon: Per meeting 9/12/17 traffic signal coordination meeting, this GMP #1 assumes the use of (1) NEW beacon and the salvage/reinstallation of (1) existing beacon with the interim traffic signal.
15	Item 7330510 - Pre-Empt Sensor: Per meeting 9/12/17 traffic signal coordination meeting, this GMP #1 assumes the use of (1) NEW sensor and the salvage/reinstallation of (1) existing sensor with the interim traffic signal.
16	Item 7350003 - Pre-Empt Sensor: Per meeting 9/12/17 traffic signal coordination meeting, this GMP #1 assumes the use of (2) NEW cameras and the salvage/reinstallation of (1) existing camera and (1) new riser
17	Per meeting 9/12/17 traffic signal coordination meeting, this GMP #1 assumes all poles, mast arms and aluminum bases (associated with the interim traffic signal) will be supplied by Pima County.
18	Item 9120002 - Shotcrete (6"): This item appears to be redundant with Item 9130100 Concrete Channel Lining (See sheet 18 of 50). Borderland's GMP #1 proceeded with the use of Item 9130100 Concrete Channel Lining only.
19	Item 9130100 - Concrete Channel Lining: Used Borderland takeoff quantity (15 SY reduction from AECOM estimate)
20	Clarification: There appears to be conflicting structural section depths between the Phase 1 Stage III (60%) plans and the Phase 2 Stage II (30%) plans at the Aerospace Parkway/Raytheon Parkway intersection. Final structural sections between the two projects need to be verified. For the purpose of the GMP #1, Borderland has assumed the 4" AC on 10" ABC (within the intersection) as shown in the AECOM Phase 1 Stage III (60%) plans (anticipating a future 2" final AC lift on the south leg of Raytheon parkway to be completed with the Phase 2 project).
21	Exclusion: Borderland has excluded all overexcavation and/or recompaction/replacement of onsite soils (other than typical subgrade preparation).
22	Exclusion: Borderland is excluding a contractor/owner job trailer for the Phase 1 project.
23	Exclusion: GMP#1 does not include street lighting at the Raytheon Parkway/Rocket Drive intersection as previously discussed in concept coordination meetings
24	Exclusion: Borderland has not included any costs for QA/QC testing for the Phase 1 project
25	



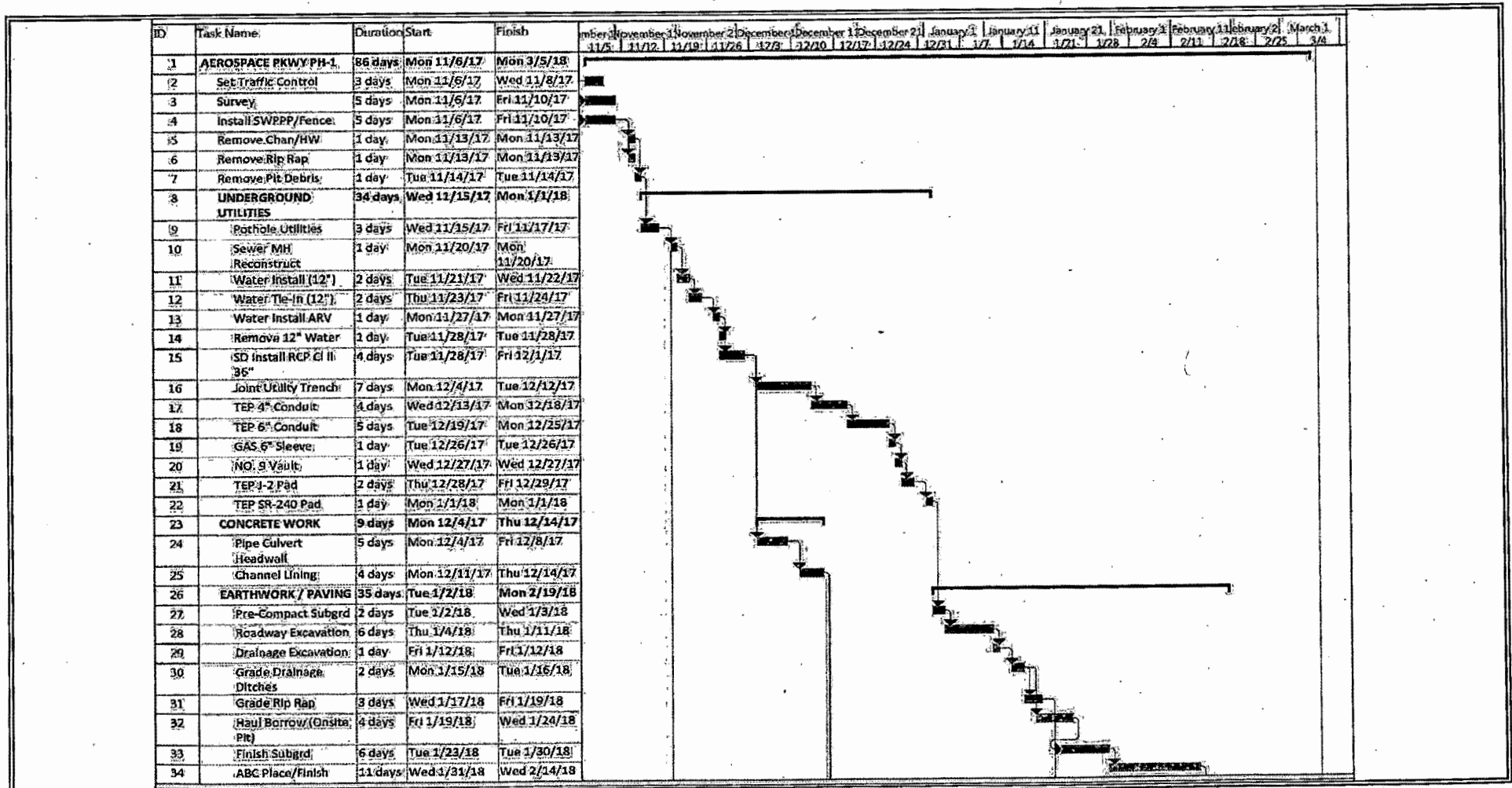
# Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

## ATTACHMENT #4 - ANTICIPATED CONSTRUCTION SCHEDULE

GMP#1 - CONSTRUCTION OF PHASE 1 (Raytheon Parkway Southern Extension)

Dated: September 27, 2017



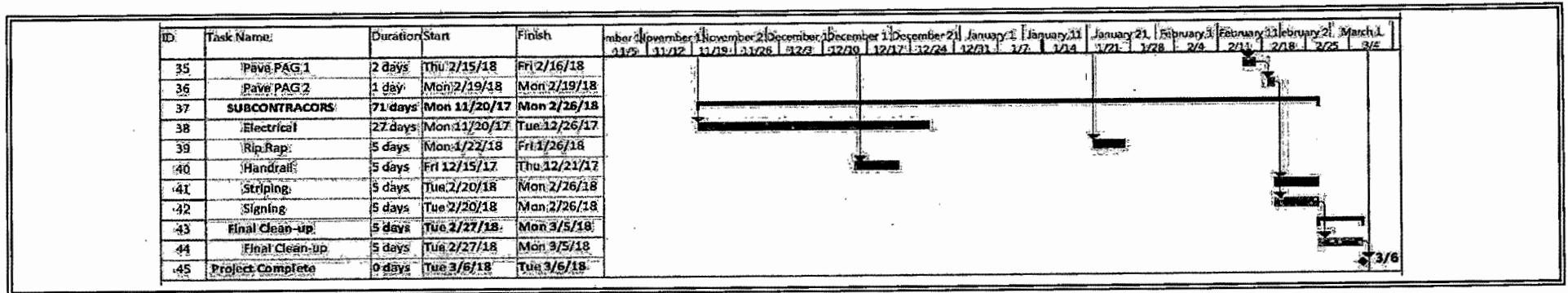
# Borderland

CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

## ATTACHMENT #4 - ANTICIPATED CONSTRUCTION SCHEDULE

GMP#1 - CONSTRUCTION OF PHASE 1 (Raytheon Parkway Southern Extension)

Dated: September 27, 2017





CONSTRUCTION MANAGER AT RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #5 - CASH-FLOW FORECAST

GMP#1 - CONSTRUCTION OF PHASE 1 (Raytheon Parkway Southern Extension)

Dated: September 27, 2017

Estimated Monthly Cash-Flow Forecast					
Major Work Items	FY17-18 Work				
	Work Performed: Nov-17*	Work Performed: Dec-17	Work Performed: Jan-18	Work Performed: Feb-18	Work Performed: Mar-18
	To be Invoiced: Dec-17**	To be Invoiced: Jan-18	To be Invoiced: Feb-18	To be Invoiced: Mar-18	To be Invoiced: Apr-18
Mobilization	\$ 185,000.00	-	-	-	-
Traffic Control					
SWPPP					
Removals					
Sewer MH					
Reconstruct					
Water Install/ Removal	-	\$ 425,000.00	-	-	-
RCP Install					
JUT Install					
TEP Conduits					
SWG Sleeves					
Headwall/ Channel					
Handrail	-	-	\$ 250,000.00	-	-
Traffic Signal					
Subgrade Prep					
Roadway Ex					
Drainage Ex					
Haul Borrow					
Finish Subgrade	-	-	-	\$ 475,000.00	-
Finish ABC					
Pave PAG 1					
Pave PAG 2					
Signage					
Striping					
Cleanup/ Substantial Completion	-	-	-	-	\$ 16,270.34
Monthly Subtotals	\$ 185,000.00	\$ 425,000.00	\$ 250,000.00	\$ 475,000.00	\$ 16,270.34
Total***	\$1,351,270.34				
*Forecast assumes start of construction in November 2017 - assuming BOS approval pf GMP package on Ocotber 17, 2017.					
**Estimated amounts reflect anticipated installations/work completed by end of prior month					
***Forecast Total does NOT include unencumbered Owners Contingency amount of \$67,563.52					



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

**ATTACHMENT #6 - SUBCONTRACTORS LIST**

**GMP#1 - CONSTRUCTION OF PHASE 1 (Raytheon Parkway Southern Extension)**

Dated: September 27, 2017

<b>LIST OF ANTICIPATED SUBCONTRACTORS</b>						
	Company	Scope of Work:	Selection Based on:	Anticipated Participation		
				Status	Anticipated Subcontract Value	Anticipated % Participation
1	P.A.C.E. Electrical Construction, Inc.	Traffic Signal/ Electrical	Qualifications and Price	SBE	\$ 107,988.00	7.99%
2	Rockridge Construction, Inc.	Rip Rap/ Shotcrete	Qualifications and Price	-	\$ 34,823.70	2.58%
3	Canyon Fence	Handrail	Qualifications and Price	-	\$ 2,500.00	0.19%
4	Desert Seeders	Seeding	Qualifications and Price	-	\$ 13,370.00	0.99%
5	Trafficade Work Zone Services	Signage	Qualifications and Price	-	\$ 11,705.00	0.87%
6	Pavement Marking, Inc. (PMI)	Striping/ Obliterations	Qualifications and Price	-	\$ 16,971.88	1.26%
7	WLB Surveying	Survey	Qualifications and Price	-	\$ 22,000.00	1.63%
8						0.00%
<b>Anticipated Subcontractor Total Value</b>					<b>\$ 209,358.58</b>	<b>15.49%</b>
<b>Anticipated Self-Performance Total Value</b>					<b>\$ 1,141,911.76</b>	<b>84.51%</b>

<b>ANTICIPATED SBE GOAL SUMMARY</b>			
BORDERLAND GMP#1 AMOUNT	=	\$1,351,270.34	
PIMA COUNTY SBE PARTICIPATION GOAL - PHASE 1 (%)	=	4.00%	
<b>SBE GOAL - PHASE 1 (\$)</b>	<b>=</b>	<b>\$54,050.81</b>	
Anticipated SBE Participation Total (see subcontractor table above)	=	\$107,988.00	
<b>Anticipated SBE Participation Total (%)</b>	<b>=</b>	<b>7.99%</b>	
<b>SBE Participation Goal Anticipated to be Met (Yes/No)</b>	<b>=</b>	<b>YES</b>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/12/2017

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AWAC 0308-6588	11/01/16	11/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefit \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	59 CSE QU1021	11/01/16	11/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AWAC 0309-8309	11/01/16	11/01/17	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	59 WN QU1020	11/01/16	11/01/17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment/Property	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	59 UUM AM4514	11/01/16	11/01/17	\$14,478,380

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

Pima County, and any/all others as their interest may appear, as regards the General, Automobile, and Umbrella liability policies and Equipment/Property policies are added as additional insureds and loss payees when required by written contract. See notes for additional information regarding specific endorsements. Waiver of subrogation in favor of Pima County and its successors and assigns, and any/all others as their interest may appear applies as regards the General, Automobile, Umbrella liability and Workers Compensation when required by written contract. 30 Day notice of cancellation with notice mailed to certificate holder applies in accordance with State law.

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

<b>CERTIFICATE HOLDER</b> Pima County Procurement Design & Construction Div Christy Bustillos 130 W. Congress 3rd Floor DT-AB3-126 Tucson, AZ 85701	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

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

### ADDITIONAL REMARKS

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

Certificate holder, and all others as their interest may appear, are automatically added as an additional insured as regards the General, Automobile, and Umbrella Liability coverage for both ongoing and completed operations when required by virtue of written contract.  
Endorsement(s): CG 2010 04 13 and CG 2037 04 13

There is no restriction on "residential work".

Waiver of subrogation, in favor an any party, is automatic when required by virtue of written contract.  
Endorsement: CG 2404 05 09 and WC 0030

30 Day notice of cancellation to the certificate holder and the insured applies in accordance with state law.

Coverage is primary and non-contributory when required by written contract. Endorsement: GL: 00030 00 10/09

When applicable, certificate holder and all others are listed as loss payee as their interest may appear automatically when required by written contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."



The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

**(2) How Limits Apply**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

**(3) Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**(4) Duties in The Event Of Accident, Claim, Suit or Loss**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2 - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory If Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

**(3) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

**(4) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:



If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**3. AMENDED FELLOW EMPLOYEE EXCLUSION**

**EXCLUSION 5 - FELLOW EMPLOYEE** - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where Required by Written Contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
<b>Where Required by Written Contract</b>	

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

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

However:

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

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

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

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

whichever is less.

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

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

<b>Name Of Person Or Organization:</b> Any person or organization against whom you have agreed to waive your right of recovery in a written contract, proved such contract was executed prior to the date of loss.
--

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – WHERE REQUIRED UNDER  
CONTRACT OR AGREEMENT  
(PRIMARY AND NON-CONTRIBUTORY WHERE  
REQUIRED UNDER CONTRACT)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Section II – Who Is An Insured** is amended to include any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy. However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization where required of you by written contract or agreement.



DESIGN & CONSTRUCTION DIVISION • 130 W. CONGRESS STREET, 3RD FLOOR • TUCSON, ARIZONA 85701-1317  
TELEPHONE (520) 724-3731 • FAX (520) 724-4434

INSURANCE CARRIER VERIFIES PIMA COUNTY IS NAMED AS ADDITIONAL INSURED TO THE COMPREHENSIVE COMMERCIAL GENERAL LIABILITY POLICY AND THE COMPREHENSIVE AUTOMOBILE LIABILITY POLICY REFERENCED BELOW, THE COUNTY BEING ADDED BY ENDORSEMENT TO THE POLICIES.

Borderland Construction Company, Inc.

Insured Firm

General Liability - Allied World National Assurance - Policy # AWAC 0308-6588

Automobile Liability - Hartford Insurance Company - Policy # 59 CSE QU10201

Policy Number

General Liability - Allied World National Assurance Company

Automobile Liability - Hartford Insurance Company

Insurance Carrier

  
Authorized Carrier Signature

Steve R. Carvajal

Printed Name

04-12-2017

Date of Signature

NOTE: This document must be included with Insurance Certificates at time of signing contract or renewing contract if your insurance company does not supply an endorsement adding Pima County as additional insured or a blanket endorsement for your Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance.



## INCREASE CERTIFICATE

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

Bond No. 106656604  
License No.  
Amount of Bond: \$183,369.91  
Hereby increased to: \$1,602,203.77

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

As of September 29, 2017, the amount of the above described bond is increased from the sum of \$183,369.91 to the sum of \$1,602,203.77, but the liability of the Surety for any acts or defaults occurring before the effective date hereof shall in no event exceed the total sum of \$183,369.91, and the aggregate liability of the Surety for any acts or defaults, whenever committed, shall in no event exceed the total sum of \$1,602,203.77, it being the intent hereof to preclude cumulative liability. This certificate, when signed by the Principal shall become a part of the said bond.

Signed, sealed and dated September 28, 2017

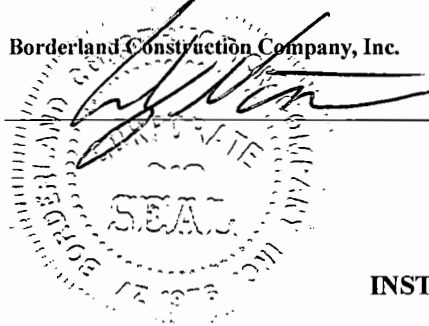
Travelers Casualty and Surety Company of America

By Tina Marie Berger  
Tina Marie Berger  
Attorney-in-Fact

I hereby consent to the above increase.

Witness my hand and seal this 29<sup>th</sup> day of September, 2017

**Borderland Construction Company, Inc.**



(Seal)  
Principal

### INSTRUCTIONS TO AGENTS - IMPORTANT

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

**TRAVELERS****POWER OF ATTORNEY**

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

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

Attorney-In Fact No.

230030

Certificate No. 007239917

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

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

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

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

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

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



State of Connecticut  
 City of Hartford ss.

By:

*Robert L. Raney*  
 Robert L. Raney, Senior Vice President

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

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



*Marie C. Tetreault*  
 Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28<sup>th</sup> day of September, 2017.

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

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



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