



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/20/18

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Haydon Building Corp.

***Project Title/Description:**

Construction Manager at Risk Services for Kino South Sports Complex

***Purpose:**

Amendment: Contract No. CT-PW-18-212, Amendment No. Two (2). This amendment is for GMP 2 for the construction phase of the contract which amends the scope of work and increases the contract amount by \$9,577,557.00 through the incorporation of an accepted Guaranteed Maximum Price 2 (GMP 2), schedule, and scope of work for a cumulative not-to-exceed amount of \$20,293,421.00. Administering Department: Public Works.

***Procurement Method:**

Pursuant to Solicitation for Qualifications No. 276843, on 02/06/18, the Board of Supervisors awarded a contract for this project in the amount of \$190,845.00 for the initial contract phase which included preconstruction services for a contract term of 02/06/18 to 10/31/18. Previous Amendment No. 1 for GMP 1, totaling \$10,525,019 and extending the Contract to 01/31/20 has been approved by the Board of Supervisors.

Attachment: Amendment No. Two (2)

***Program Goals/Predicted Outcomes:**

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

***Public Benefit:**

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

***Metrics Available to Measure Performance:**

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

***Retroactive:**

No.

To: COB-11-6-18
Pgs - 21
(1)

Contract / Award Information

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

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

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

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

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

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

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

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

Amendment / Revised Award Information

Document Type: CT Department Code: PW Contract Number (i.e.,15-123): 18-212
Amendment No.: Two (2) AMS Version No.: Six (6)
Effective Date: 11/20/18 New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 9,577,557.00

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

***Funding Source(s) required:** Certificates of Participation

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

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

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

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

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

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

***Funding Source:** _____

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

Contact: Matt Sage, Procurement Officer 11/2/18
Department: Procurement 11/2/18 Telephone: 724-8586
Department Director Signature/Date: [Signature] 11/2/18 Nancy Cole
Deputy County Administrator Signature/Date: [Signature] 11/5/18
County Administrator Signature/Date: [Signature] 11/5/18
(Required for Board Agenda/Addendum Items)

PIMA COUNTY PUBLIC WORKS ADMINISTRATION

PROJECT: Construction Manager At Risk Services
for Kino South Sports Complex

CONTRACTOR: Haydon Building Corp.
4640 East Cotton Gin Loop
Phoenix, Arizona 85040

CONTRACT NO.: CT-PW-18-212

AMENDMENT NO.: Two (2)

FUNDING: Certificates of Participation

CONTRACT

NO. CT-PW-18-212

AMENDMENT NO. 02

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

CONTRACT TERM: 02/06/2018 - 10/31/18

TERMINATION PRIOR AMENDMENT: 1/31/2020

TERMINATION THIS AMENDMENT: 01/31/2020

ORIGINAL CONTRACT AMOUNT: \$ 190,845.00

PRIOR AMENDMENT(S): \$ 10,525,019.00

AMOUNT THIS AMENDMENT: \$ 9,577,557.00

REVISED CONTRACT AMOUNT: \$ 20,293,421.00

CONSTRUCTION CONTRACT AMENDMENT

WHEREAS, at its regularly scheduled meeting on February 6, 2018, the Board of Supervisors approved the award of a Construction Manager at Risk Contract by COUNTY to CONTRACTOR for the above-named Project; and

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

WHEREAS, CONTRACTOR and COUNTY have mutually agreed upon an acceptable GMP 2, to include the schedule and scope of work for the construction of GMP 2 for the Project; and

WHEREAS, Solicitation for Qualifications No. 276843, upon which the procurement for this contract was based, provided that COUNTY would establish the goal for Small Business Enterprise (SBE) utilization for the construction under this contract in conjunction with the establishment of the GMP; and

WHEREAS, CONTRACTOR and COUNTY have reviewed all required documentation regarding available subcontracting opportunities, the certified SBE's who are ready, willing, able and qualified to perform the construction, and have agreed to the establishment of an SBE goal of 4% for GMP 2 of this project; and

WHEREAS, CONTRACTOR and COUNTY now agree to incorporate the GMP 2 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 2, have agreed to incorporate GMP 2 into the contract; and

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

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

71

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE 2 – SCOPE OF WORK

Add the following paragraph:

“K.The parties agree to proceed with the Construction Services for GMP 2. The Construction Provisions, Scope of Work and GMP 2 for Construction are hereby included in Appendix “G” to the Contract.

“L.The SBE Goal for GMP 2 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) and Appendix “C” General Conditions (46 pages), and Appendix “E” – Small Business Enterprise Requirements (2 pages) and Appendix “F” – GMP 1 (12 pages). Unless otherwise agreed, CMAR’S GMP will include all required sales, use, franchise and other taxes in effect on the date of COUNTY approval of the GMP, as well as all applicable bond and insurance costs.”

TO: “COUNTY will pay CMAR a Pre-construction Services Fee for Pre-construction Services. The CMAR’S Construction Services Fee, plus the cost of the Work (direct construction cost) including CMAR contingency, bonds, insurance and taxes (indirect construction costs) will comprise the GMP(s) to be established in compliance with Appendix “B” Supplemental Provisions – Construction Costing (10 pages) and Appendix “C” General Conditions (46 pages), and Appendix “E” – Small Business Enterprise Requirements (2 pages) and Appendix “F” – GMP 1 (12 pages), and **Appendix “G” – GMP 2 (14 pages)**. Unless otherwise agreed, CMAR’S GMP will include all required sales, use, franchise and other taxes in effect on the date of COUNTY approval of the GMP, as well as all applicable bond and insurance costs.”

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

FROM: “The Pre-construction Services Fee will not exceed One Hundred Ninety Thousand Eight Hundred Forty-Five Dollars and Zero Cents (\$190,845.00), in accordance with the Pre-construction Services Fee Proposal incorporated herein as Appendix “D” – Preconstruction Services Fee Proposal (7 pages). CMAR GMP 1 Fee, that includes the Cost of the Work (direct construction cost), CMAR contingency, bonds, insurance and taxes (indirect construction costs) which comprises GMP 1, in the amount of Ten Million Five Hundred Twenty-Five Thousand Nineteen Dollars and Zero Cents (\$10,525,019.00) inclusive of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) for COUNTY (Owner) contingency, is hereby included in Appendix “F”. COUNTY’s acceptance of GMP 1 is subject to the understanding of the Parties that all other elements of future GMPs, if any, are and remain negotiable”

TO: “The Pre-construction Services Fee will not exceed One Hundred Ninety Thousand Eight Hundred Forty-Five Dollars and Zero Cents (\$190,845.00), in accordance with the Pre-construction Services Fee Proposal incorporated herein as Appendix “D” – Preconstruction Services Fee Proposal (7 pages). CMAR GMP 1 Fee, that includes the Cost of the Work (direct construction cost), CMAR contingency, bonds, insurance and taxes (indirect construction costs) which comprises GMP 1, in the amount of Ten Million Five Hundred Twenty-Five Thousand Nineteen Dollars and Zero Cents (\$10,525,019.00) inclusive of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) for COUNTY (Owner) contingency, is hereby included in Appendix “F”. **CMAR GMP 2 Fee, that includes the Cost of the Work (direct construction cost), CMAR contingency, bonds, insurance and taxes (indirect construction costs) which comprises GMP 2, in the amount of Nine Million Five Hundred Seventy-Seven Thousand Five Hundred Fifty-Seven Dollars and Zero Cents (\$9,577,557.00) inclusive of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) for COUNTY (Owner) contingency, is hereby included in Appendix “G”.** COUNTY’s acceptance of GMP 2 is subject to the understanding of the Parties that all other elements of future GMPs, if any, are and remain negotiable”

ADD: The following documents to the Contract:

APPENDIX "G" – GMP 2 (14 Pages): Construction Manager at Risk (CMAR) Services for Kino South Sports Complex, GMP 2, proposal dated November 1, 2018.

This Amendment shall be effective on November 20, 2018.

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

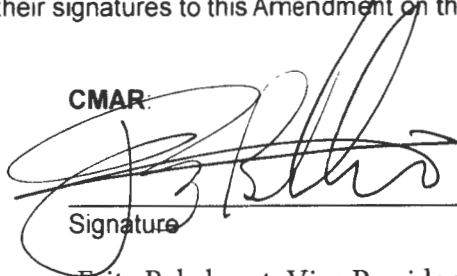
IN WITNESS WHEREOF, the Parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:

Chairman, Board of Supervisors

Date

CMAR:



Signature

Fritz Behrhorst, Vice President

Name and Title (Please Print)

11-8-18

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

CHRISTOPHER STRAUB

Name (Please Print)

11-2-2018

Date

APPENDIX "G"

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

GMP 2

Proposal Dated November 1, 2018

(14 pages)

Kino Sports Complex



HAYDON

**GMP 2
RECAP**

11.1.18

GMP 2

GMP2 Subtotal	\$ 9,577,557
Total Base	\$ 9,577,557

Kino Sports Complex - GMP 2

GMP 2

Estimate Notes

11.1.18



General

1 Estimate is based on plans by McGann & Associates, 50% CD Package Dated 7.27.18 and 90% Phase 1 development combined.

2 Includes General Conditions expenses based on a 13 month construction schedule assuming start in Late September 2018 and substantial completion by October 2019.

3 The estimate is based on the plans cited above and includes items indicated below, unless indicated as excluded. Refer to the estimate detail for precise description of items included.

4 Owner Contingency of \$350,000 is included without Markups applied.

Exclusions - The following items are not included in this estimate

1 All Scope outlined in the 50% plan is excluded unless noted in the inclusions below.

2 Governmental or utility company permits or service connection fees of any type.

3 Preconstruction or design fees.

4 Testing for, handling or removal of hazardous materials.

5 Special inspections. (Special Inspections of sand to be included in future GMP 3)

6 Furniture, fixtures and equipment. - Except as noted

7 Data and telecommunication equipment, racks or cabling

8 Security, Access Control, Surveillance, CCTV equipment or cabling

9 Audio Visual Equipment or cabling

10 Emergency power systems.

11 Soccer Goals are understood to be by Owner

12 All Equipment for Concessions building outlined on the Equipment schedule is understood to be by Owner.

13 East and West Field Power Receptacles were deleted from design and therefore not included

14 Per Email dated 8.20.18, it is understood that Sod Establishment would be handled by Owner. Therefore, all areas receiving sod excludes any and all establishment as Kino Maintenance will take this over from date of completed installation.

15 All surface improvements are excluded with the exceptions of curbs and asphalt/milling paving sections.

Kino Sports Complex - GMP 2

GMP 2

Estimate Notes

11.1.18



GMP 2 Inclusions

- 1 Additional storm drain system shown on 50% plans.
- 2 Dust control, survey, and SWPPP
- 3 Temporary power, communication conduit for fiber, and allowance for WiFi Conduit.
(WiFi Equipment is excluded)
- 4 Establishment of construction water storage and supply system for the project construction.
- 5 Benson Highway offsite Demo, AC Paving, Hardscape, and Striping
- 6 Entry Road paving, hardscape, striping, landscape, lighting, and Electrical
- 7 Service Road paving, Realign bike path, hardscape, and landscape
- 8 Maintenance Yard Parking Lot, and landscape
- 9 Pickle Ball Courts - Landscape only
- 10 Entry Plaza - AC Paving, hardscape, pump yard, and landscape
- 11 SW Parking - Paving, Hardscape, and landscape
- 12 SE Parking - Paving, Hardscape, and Landscape
- 13 Multiuse West - Landscape and Sand
- 14 Multiuse East - Landscape and Sand
- 15 Landscape Clarifications:
 - 1/2" Minus landscape DG included as Apache Gold from Kalamazoo Materials
 - 3/4" gravel surfacing included as Apache Gold from Kalamazoo Materials
 - Warning /Service Track material included as 3/8" minus Apache Gold Warning track at 4" depth
 - Watersolv Chemigation included as GS6-2 unit provided and installed
 - Flexible porous paving includes 8" ABC base material
 - Boulders included as "kino blue" as provided by Kalamazoo Material
 - All sod areas include 8" USGA profile
 - All landscape establishment (with the exception of areas receiving Sod) is included for 90 days from substantial completion. All areas receiving sod excludes any and all establishment as Kino Maintenance will take this over from date of installation completion.

Kino South GMP 2 – Turf Irrigation, drainage, and subgrade installation in addition to entry road and parking area preparation

The scope for GMP 2 includes the ordering and installation of materials necessary to install the 12 long fields turf subgrade infrastructure. Those elements are comprised of an underdrain system, irrigation, and subgrade sand bed. In addition, the entry road and parking lot areas will begin subgrade preparation and irrigation installation for future paving operations.

These elements are necessary at this time in order to continue preparation of the site for installation of the already ordered sod in the appropriate growing season in 2019.

ATTACHMENT 1 TO APPENDIX "B"
GMP 2 Summary Format

CONSTRUCTION	AMOUNT
CONSTRUCTION COSTS:	
Cost of Construction	\$ 7,463,259
CMAR Contingency	\$ 385,671
Owner Contingency without Markups applied	\$ 350,000
Subtotal Direct Construction Costs	\$ 8,198,929
INDIRECT CONSTRUCTION COSTS:	
General Conditions	\$ 250,000
Overhead	\$ 124,177
Insurance	\$ 97,448
Payment and Performance Bond	\$ 81,965
Subtotal Direct Construction Costs + Gen Cond, Overhead, Bonds, Insurance	\$ 8,752,520
Construction Fee	\$ 331,140
Subtotal Direct Construction Costs + Gen Cond, Overhead, Bonds, Insurance and Fee	\$ 9,083,660
Arizona Gross Receipts Tax	\$ 493,897
Subtotal Direct Construction Costs + Gen Cond, Overhead, Bonds, Insurance, Fee and Tax	\$ 9,577,557
GUARANTEED MAXIMUM PRICE (GMP)	\$ 9,577,557
TOTAL CONTRACT COST	\$ 9,577,557

END APPENDIX "B" - SUPPLEMENTAL PROVISIONS - CONSTRUCTION COSTING

Kino Sports Complex
GMP 2

11.1.18



Description	Quantity	Un	Unit Cost	Subtotal	Phase Total
GMP 2					
Infrastructure Work					
General Conditions	1	ls	\$250,000.00	\$250,000	\$299,075
Construction Water	1	ls	\$31,000.00	\$31,000	\$37,085
Storm Drain					
18" RCP Pipe	20	LF	\$150.00	\$3,000	\$3,589
36" RCP Pipe	121	LF	\$225.00	\$27,225	\$32,569
Catch Basin (PAG 308 Type 3)	2	EA	\$6,300.00	\$12,600	\$15,073
ADOT Drop Inlet (C-15.75)	1	EA	\$7,200.00	\$7,200	\$8,613
Electrical					
Temp. Power Allowance	1	ls	\$50,000.00	\$50,000	\$59,815
Com conduit for fiber - Allowance	1	ls	\$389,291.00	\$389,291	\$465,709
Other Internal Com Allowance	1	ls	\$50,000.00	\$50,000	\$59,815
Subtotal				\$820,316	\$981,344
Benson Highway - Offsites					
Remove AC Pavement & Sawcut	240	SY	\$19.50	\$4,680	\$5,599
Remove Curb & Gutter	415	LF	\$4.35	\$1,805	\$2,160
Remove Single Curb	466	LF	\$3.15	\$1,468	\$1,756
Remove Sidewalk	1,253	SF	\$1.60	\$2,005	\$2,398
Remove Sidewalk Ramps	99	SF	\$10.00	\$990	\$1,184
Benson Highway AC Pavement	1,065	SY	\$33.35	\$35,518	\$42,490
Subgrade Prep for Pavement (FG)	1,065	SY	\$1.60	\$1,704	\$2,038
ABC	336	TN	\$25.75	\$8,652	\$10,350
Concrete Vertical Curb PAG 209 TY 2	478	LF	\$16.00	\$7,648	\$9,149
Concrete Vertical C&G PAG 209 TY I(G)	315	LF	\$13.50	\$4,253	\$5,087
Concrete Sidewalk (PAG 200)	1,679	SF	\$5.25	\$8,815	\$10,545
Curb Access Ramp (PAG 207)	2	EA	\$2,400.00	\$4,800	\$5,742
Adjust Frame and Cover to FG	1	EA	\$400.00	\$400	\$479
Traffic Control	1	ls	\$8,754.00	\$8,754	\$10,472
Striping	1	ls	\$15,000.00	\$15,000	\$17,945
Subtotal				\$106,491	\$127,395
Entry Road					
Gross area	142,453	1			
Length of road	837	lf			
Dust control	1	ls	\$6,000.00	\$6,000	\$7,178
Survey	1	ls	\$10,000.00	\$10,000	\$11,963
SWPPP	1	ls	\$2,500.00	\$2,500	\$2,991
Entry Road AC Pavement	2,284	SY	\$21.60	\$49,334	\$59,019
Subgrade Prep for Pavement (FG)	2,284	SY	\$1.60	\$3,654	\$4,372
ABC	755	TN	\$25.75	\$19,441	\$23,258
Concrete Vertical Curb PAG 209 TY 2	1,096	LF	\$16.00	\$17,536	\$20,978
Concrete Sidewalk (PAG 200)	5,083	SF	\$5.25	\$26,686	\$31,924
Riprap Blanket with Concrete Toedown	368	SF	\$36.50	\$13,432	\$16,069
Stripe/Signage	837	lf	\$20.00	\$16,740	\$20,026
Traffic Control Gates	6	EA	\$1,992.00	\$11,952	\$14,298
Landscaping	1	ls	\$3,520.00	\$3,520	\$4,211
Light Pole Bases	20	ea	\$500.00	\$10,000	\$11,963
Electrical - Misc	1	ls	\$21,050.00	\$21,050	\$25,182
Subtotal				\$211,846	\$253,431
Service Road					
Entry Road AC Pavement	5,757	SY	\$21.60	\$124,351	\$148,761
Service Road AC Pavement	6,772	SY	\$20.00	\$135,440	\$162,027
Service Road (2" Compacted Millings)	9,765	SY	\$2.85	\$27,830	\$33,293
Realign Bike Path (Parking Lot AC Pavement)	709	SY	\$17.35	\$12,301	\$14,716
Asphalt Thickened Edge	391	LF	\$9.50	\$3,715	\$4,444
Subgrade Prep for Pavement (FG)	23,003	SY	\$1.60	\$36,805	\$44,030

Kino Sports Complex
GMP 2

11.1.18



Description	Quantity	Un	Unit Cost	Subtotal	Phase Total
ABC	3,737	TN	\$25.75	\$96,228	\$115,117
Concrete Vertical Curb PAG 209 TY 2	7,350	LF	\$16.00	\$117,600	\$140,685
Concrete Header PAG 213	178	LF	\$17.50	\$3,115	\$3,726
Allowance to utilize SBE for Native Hydroseed	1	ls	\$20,000.00	\$20,000	\$23,926
Landscape	1	ls	\$199,504.00	\$199,504	\$238,667
Subtotal				\$776,889	\$929,392
Sod Farm Area					
Gross Area	14,176	1			
Landscape - moved to Maintenance Area	-	ls	\$9,551.00	\$0	\$0
Subtotal				\$0	\$0
Area 1 - Maintenance Area					
Gross Area	77,350	1			
O&M Parking Lot	1,545	SY	\$25.00	\$38,625	\$46,207
Landscape	1	ls	\$30,933.00	\$30,933	\$37,005
Subgrade Prep for Pavement (FG)	1,545	SY	\$1.60	\$2,472	\$2,957
ABC	163	TN	\$25.75	\$4,197	\$5,021
Subtotal				\$76,227	\$91,191
Area 2 - Pickle Ball Area					
Gross Area	64,232	1			
Landscape	1	ls	\$11,348.00	\$11,348	\$13,576
Subtotal				\$11,348	\$13,576
Area 3- North Parking					
Gross Area	207,185	1			
North Parking Lot (2" Compacted Millings)	15,454	SY	\$2.85	\$44,044	\$52,690
ADA Parking (Parking Lot AC Pavement)	238	SY	\$19.85	\$4,724	\$5,652
Asphalt Thickened Edge	145	LF	\$9.50	\$1,378	\$1,648
Subgrade Prep for Pavement (FG)	15,692	SY	\$1.60	\$25,107	\$30,036
ABC	153	TN	\$25.75	\$3,940	\$4,713
Concrete Vertical Curb PAG 209 TY 2	3,868	LF	\$16.00	\$61,888	\$74,037
Concrete Header PAG 213	164	LF	\$17.50	\$2,870	\$3,433
General Landscape	1	ls	\$40,511.00	\$40,511	\$48,463
Subtotal				\$184,462	\$220,671
Area 4 - Entry and Plaza					
Gross Area	250,924	1			
Drop Off Area AC Pavement	823	SY	\$28.20	\$23,209	\$27,764
Subgrade Prep for Pavement (FG)	823	SY	\$1.60	\$1,317	\$1,575
ABC	826	TN	\$25.75	\$21,270	\$25,445
Concrete Vertical Curb PAG 209 TY 2	427	LF	\$16.00	\$6,832	\$8,173
Concrete Roll Curb	182	LF	\$25.00	\$4,550	\$5,443
Pump House Yard	4,224	SF	\$4.75	\$20,064	\$24,003
Landscape	1	ls	\$436,537.00	\$436,537	\$522,229
Subtotal				\$513,778	\$614,633
Area 5 - South West Parking Area					
Gross Area	156,131	1			
Parking Lot AC Pavement	11,260	SY	\$12.10	\$136,246	\$162,991
Subgrade Prep for Pavement (FG)	11,260	SY	\$1.60	\$18,016	\$21,553
ABC	3,232	TN	\$25.75	\$83,224	\$99,561
Concrete Vertical Curb PAG 209 TY 2	2,543	LF	\$16.00	\$40,688	\$48,675
General Landscape	1	ls	\$44,291.00	\$44,291	\$52,985
Subtotal				\$322,465	\$385,765

Kino Sports Complex
GMP 2

11.1.18

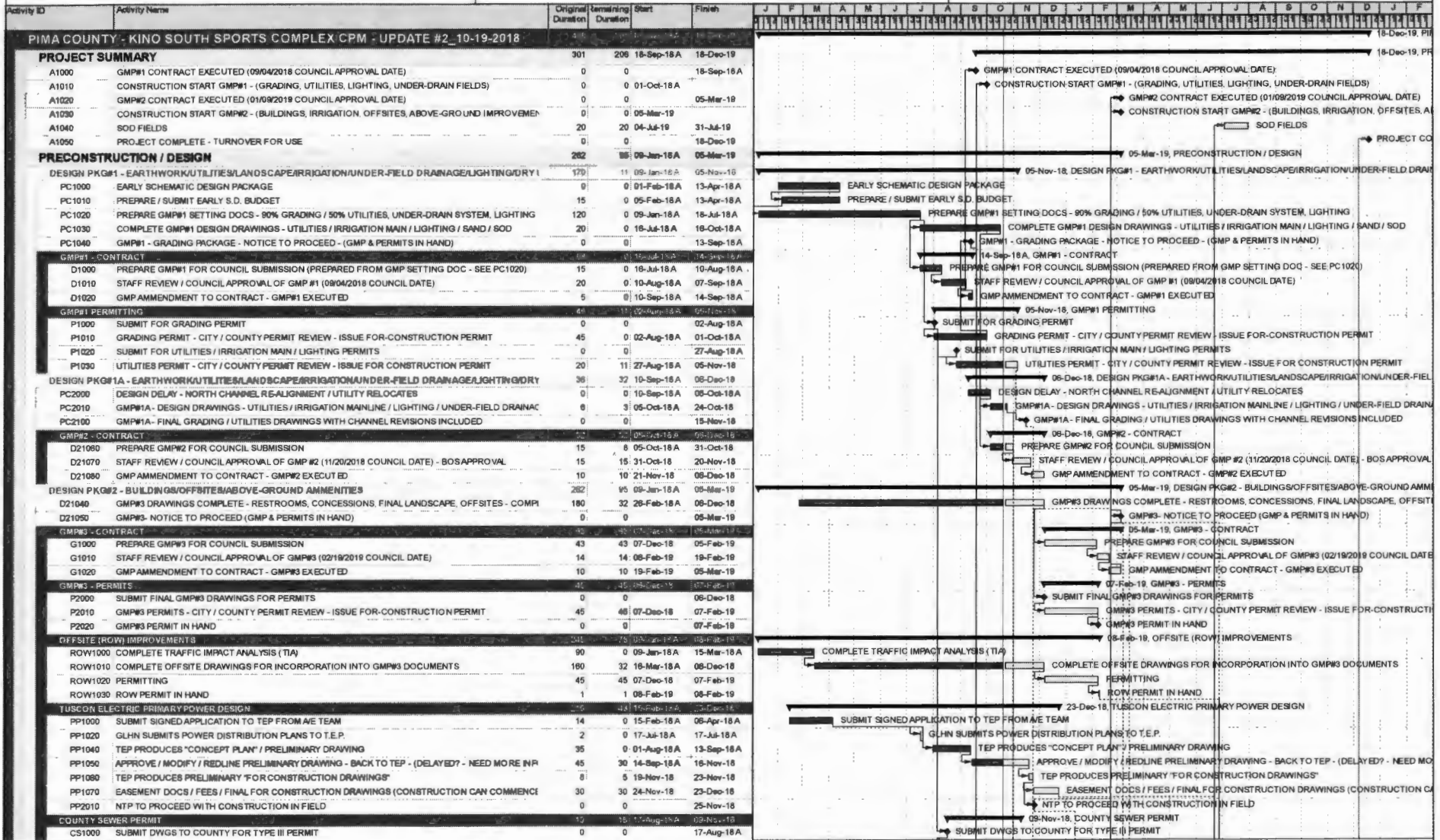


Description	Quantity	Un	Unit Cost	Subtotal	Phase Total
Area 6 - South East Parking Area					
Gross Area	228,152	1			
Parking Lot AC Pavement	18,306	SY	\$12.10	\$221,503	\$264,984
Subgrade Prep for Pavement (FG)	18,306	SY	\$1.60	\$29,290	\$35,039
ABC	5,039	TN	\$25.75	\$129,754	\$155,225
Concrete Vertical Curb PAG 209 TY 2	2,426	LF	\$16.00	\$38,816	\$46,436
General Landscape	1	ls	\$47,131.00	\$47,131	\$56,383
Subtotal				\$466,493	\$558,066
Area 7 - Multiuse Fields - West					
Gross Area	742,475	1			
Multi-use field area	724,812				
Landscape not included in GMP 1	1	ls	\$746,087.00	\$746,087	\$892,544
Retaining Wall redesign Reconciliation	1	ls	-\$150,868.00	-\$150,868	-\$180,483
USGA Sand Material Only	1	ls	\$1,478,000.00	\$1,478,000	\$1,768,131
Subtotal				\$2,073,219	\$2,480,192
Area 8 - Multiuse Fields - East					
Gross Area	523,546	1			
Multi-use field area	364,800				
Landscape not included in GMP 1	1	ls	\$822,748.00	\$822,748	\$984,253
Retaining Wall redesign Reconciliation	1	ls	-\$150,868.00	-\$150,868	-\$180,483
USGA Sand Material Only	1	ls	\$1,478,000.00	\$1,478,000	\$1,768,131
Subtotal				\$2,149,880	\$2,571,901
GMP 2 Subtotal					\$9,227,557
Owner Contingency without Markups applied					\$350,000
Total Park Improvements - GMP-2				\$ 7,713,414	\$9,577,557

DATA DATE 20-Oct-18

HAYDON BUILDING CORP.

23-Oct-18 15:41



Actual Work Critical Remaining Work Summary
 Remaining Work Milestone

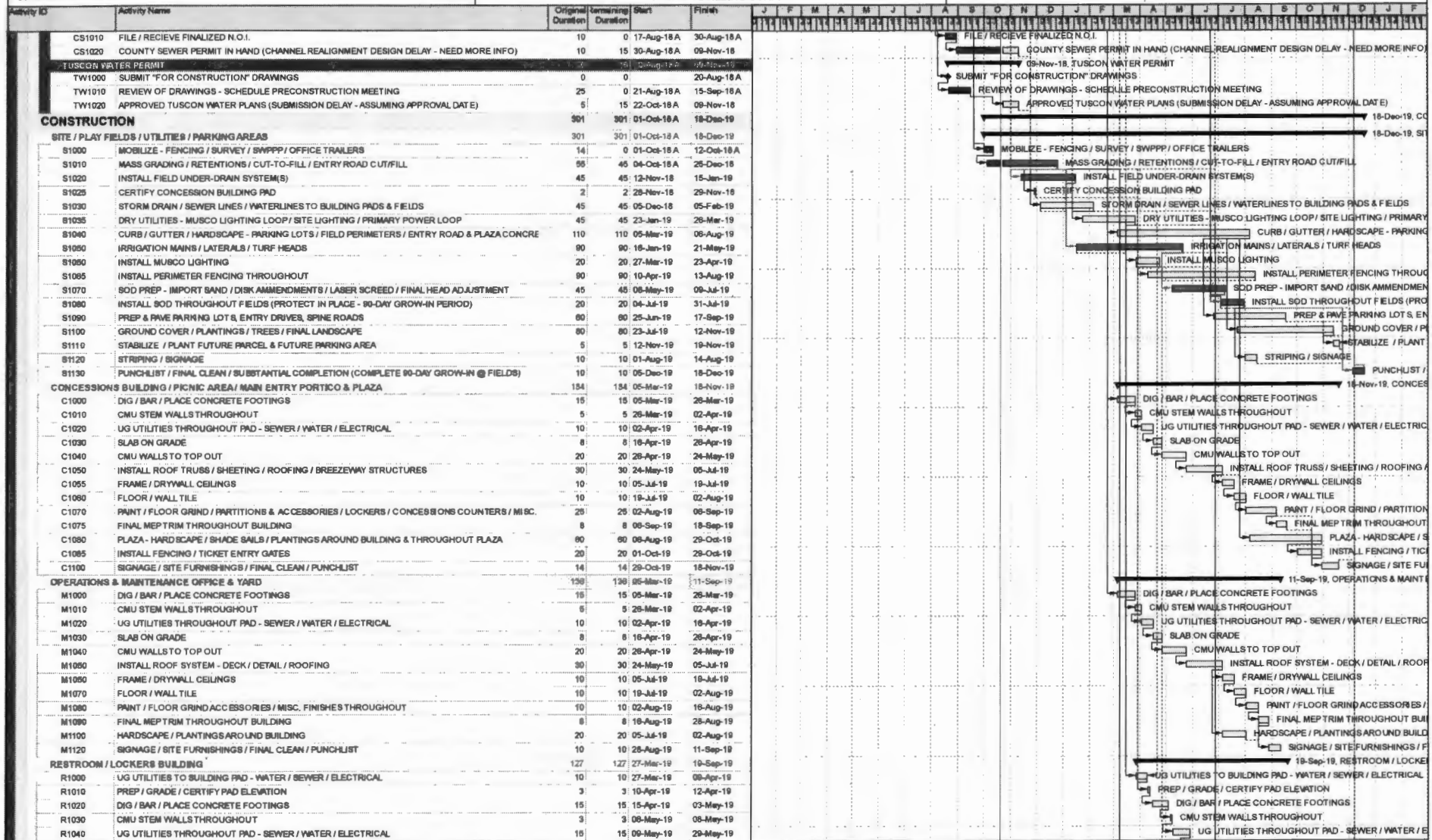
1 of 3
 KINO SOUTH SPORTS COMPLEX - CPM UPDATE #2 - 10-23-2018

HAYDON

DATA DATE 20-Oct-18

HAYDON BUILDING CORP.

23-Oct-18 15:41



Actual Work Critical Remaining Work Summary
 Remaining Work Milestone

2 of 3

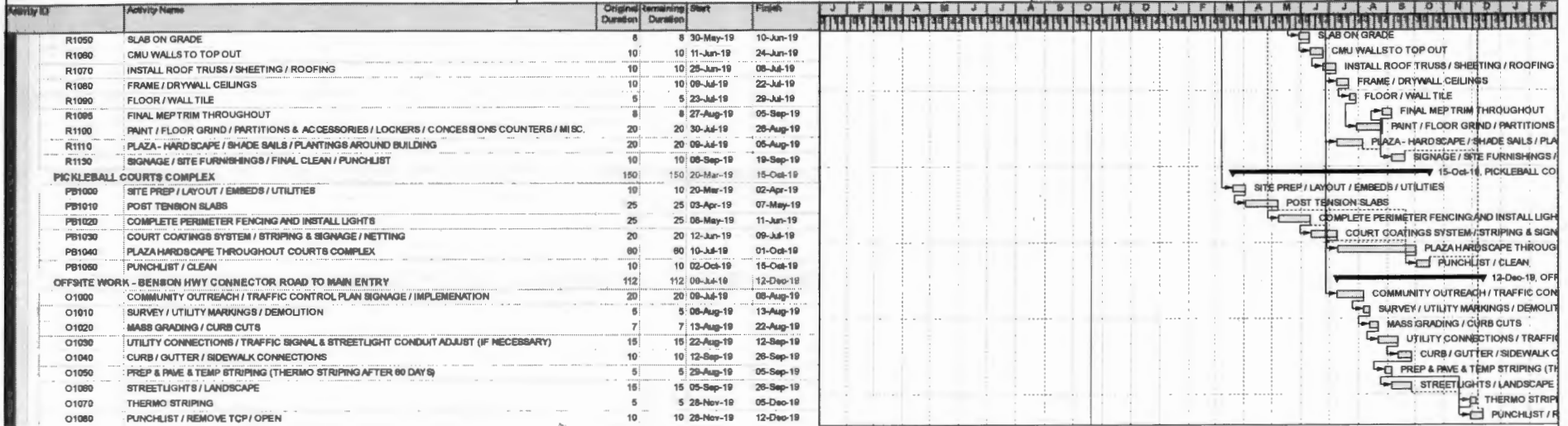
KINO SOUTH SPORTS COMPLEX - CPM UPDATE #2 - 10-23-2018



DATA DATE 20-Oct-18

HAYDON BUILDING CORP.

23-Oct-18 15:41



Actual Work Critical Remaining Work Summary
 Remaining Work Milestone

3 of 3

KINO SOUTH SPORTS COMPLEX - CPM UPDATE #2 - 10-23-2018





Kino Sports Complex – GMP 2 Cash Flow

11.1.18

HAYDON

Month	Month Billing	Bill to Date	Month Payment	Cumulative Payment	Description
November '18	\$2,024,369	-	-	-	Infrastructure, Irrigation, and Sand
December '18	\$3,049,846	\$2,024,369	\$2,024,369	\$2,024,369	Irrigation, Infrastructure
January '19	\$2,476,409	\$5,074,215	\$3,049,846	\$5,074,215	Electrical, Hardscape, Irrigation, Landscape
February '19	\$1,676,953	\$7,550,624	\$1,676,953	\$7,550,624	Hardscape, paving, off sites
March '19		\$9,227,557	\$1,676,953	\$9,227,557	Excludes Owner Contingency within this Cash Flow



HAYDON

Kino Sports Complex – GMP 2 Combined SBE Participation

List of Anticipated Subcontractors	Scope of Work	Selection Based on:	SBE Status	Anticipated Subcontract Value	Anticipated % Participation
SBE – TBD	Landscape	Qualification/Price	SBE	\$130,624	100%
Darling Geotech	Survey	Qualification/Price	SBE	\$84,500	100%
Keystone Masonry (landscaper)	Keystone Retaining Wall	Qualification/Price	SBE	\$177,263	100%
			Anticipated Subcontractor Total Value	\$392,387	4%
			Anticipated Self Performance Total Value	\$8,835,170	96%
			Total Value	\$9,227,557	100%

Anticipated SBE Goal Summary					
			PIMA CO SBE Participation Goal	4%	\$369,102
			Anticipated SBE Total	4.25%	\$392,387
			Anticipated SBE Goal to be Met	Yes	

10.26.18

RIDER

TO BE ATTACHED TO AND FORM PART OF

Performance & Payment Bonds _____ NO. 106948473 _____
(Bond Type) (Bond Number)
IN FAVOR OF Pima County _____
(Obligee)
ON BEHALF OF HAYDON BUILDING CORP _____
(Principal)
EFFECTIVE August 20, 2018 _____
(Original Effective Date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

The Surety, Travelers Casualty And Surety Company Of America _____,
hereby gives its consent to change;

Bond/Contract Amount

(of) the attached bond FROM: Old Bond Amount = \$10,715,864.00

TO: New Bond Amount = \$20,293,421.00 *Per Contract Amendment #2

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

EFFECTIVE: 20th November 2018

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

SIGNED, AND SEALED this 5th day of November 2018

HAYDON BUILDING CORP

Principal

By:

Fritz Berthelst, Vice President

Travelers Casualty And Surety Company Of America

Surety

By:

Stephanie L. Bucholz, Attorney-in-fact



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.


By: 
Robert L. Raney, Senior Vice President

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

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

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




Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this **5th** day of **November**, 2018




Kevin E. Hughes, Assistant Secretary

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



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

10/12/2018

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS Lovitt & Touche' Inc - Phoenix P. O. Box 64985 Phoenix AZ 85082		PHONE (A/C, No, Ext): 602-956-2250	COMPANY NAME AND ADDRESS ACE American Insurance Co		NAIC NO:
FAX (A/C, No):	E-MAIL ADDRESS: jwanta@lovitt-touche.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
CODE:	SUB CODE:		POLICY TYPE Builders Risk		
AGENCY CUSTOMER ID #:			LOAN NUMBER	POLICY NUMBER I21052577007	
NAMED INSURED AND ADDRESS Haydon Building Corp 4640 East Cotton Gin Loop Phoenix, AZ 85040			EFFECTIVE DATE 05/01/2018	EXPIRATION DATE 05/01/2019	CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S) Pima County			THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
Blanket Builders Risk / Course of Construction - All Types of Construction - Monthly Reporting Form

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 50,000,000		DED: See Remarks				
		YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE				X	If YES, LIMIT: Actual Loss Sustained, # of months:	
BLANKET COVERAGE		X			If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE			X		Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		X				
IS DOMESTIC TERRORISM EXCLUDED?			X			
LIMITED FUNGUS COVERAGE				X	If YES, LIMIT: DED:	
FUNGUS EXCLUSION (If "YES", specify organization's form used)				X		
REPLACEMENT COST		X				
AGREED VALUE				X		
COINSURANCE			X		If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)				X	If YES, LIMIT: DED:	
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg				X	If YES, LIMIT: DED:	
- Demolition Costs				X	If YES, LIMIT: DED:	
- Incr. Cost of Construction				X	If YES, LIMIT: DED:	
EARTH MOVEMENT (If Applicable)		X			If YES, LIMIT: 25,000,000 DED: Varies	
FLOOD (If Applicable)		X			If YES, LIMIT: 10,000,000 DED: Varies	
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:				X	If YES, LIMIT: DED:	
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:				X	If YES, LIMIT: DED:	
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS				X		

CANCELLATION

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

ADDITIONAL INTEREST

CONTRACT OF SALE	LENDER'S LOSS PAYABLE	LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE			
NAME AND ADDRESS Pima County Procurement Design & Construction 130 West Congress 3rd Fl DT-AB3-126 Tucson AZ 85701			AUTHORIZED REPRESENTATIVE <i>Dennis M. Tsamis</i>

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY Lovitt & Touche' Inc - Phoenix		NAMED INSURED Haydon Building Corp 4640 East Cotton Gin Loop Phoenix, AZ 85040	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 28 **FORM TITLE:** EVIDENCE OF COMMERCIAL PROPERTY INSURANCE**REMARKS**

Limits based on type of Construction

Wood Frame Limit \$25,000,000

Deductibles

- Fire Resistive / Non Combustible / Masonry Concrete - Up to \$15mm Hard Costs - Deductible \$2,500
- Fire Resistive / Non Combustible / Masonry Concrete - Greater than \$15mm Hard Costs - Deductible \$5,000
- Projects with multiple buildings - Joisted Masonry/Hybrid Construction - No Single Building or structure greater than \$10mm - Deductible \$5,000
- Projects with multiple buildings - Joisted Masonry/Hybrid Construction - Single Building or structure greater than \$10mm but below \$25mm - Deductible \$10,000
- Projects with Multiple Buildings or structures Wood Frame Construction- No single building or structure greater than \$10mm in value with Total Insured value below \$25mm - Deductible \$10,000
- Projects with Multiple Buildings or structures Wood Frame Construction-Single building or structure greater than \$10mm in value with Total Insured value below \$25mm - Deductible \$25,000
- Renovation Structural Work - Fire Resistive / Non Combustible/Masonry Concrete - Deductible As Per above categories except \$25,000 for water damage
- Renovation Non Structural Work - Fire Resistive / Non Combustible/Masonry Concrete - Deductible As Per above categories except \$25,000 for water damage

Equipment Breakdown includes hot testing and is included for General Four Wall Building Construction

FLOOD - LOSS in any one OCCURRENCE caused by or resulting from FLOOD

5% - \$100,000 Minimum Deductible- Zones A, V, D

\$ 25,000 Deductible - Other Zones

\$ 50,000 Deductible - Flood Zone X500

EARTH MOVEMENT - LOSS in any one OCCURRENCE caused by or resulting from EARTH MOVEMENT

States of California, Hawaii, & Alaska - 5% VARTOL, \$100,000 minimum

States of Oregon & Washington - 2% VARTOL, \$100,000 Minimum

State of Utah - 1% VARTOL \$100,000 Minimum

New Madrid - 2% VARTOL, \$100,000 Minimum

All Other Covered Locations - \$25,000

Named Windstorm: See policy details for acceptable covered states and deductibles

Additional Insureds: All Owners, All Contractors and subcontractors of every tier if required in any written contract

Kino South Sports Complex -