



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 03/02/21

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Borderland Construction Company, Inc.

***Project Title/Description:**

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

***Purpose:**

Amendment: Contract No. CT-WW-20-272, Amendment No. One (1). This amendment increases the contract amount by \$30,111,653.09 for a cumulative not-to-exceed amount of \$32,661,757.52 and incorporates Guaranteed Maximum Price No. One (GMP-1) for construction services. Administering Department: Regional Wastewater Reclamation.

GMP-1 provides all construction activities for this project. Due to limited subcontracting opportunities, no Small Business Enterprises (SBE) goal is established for GMP-1.

***Procurement Method:**

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

Attachment: Amendment No. One (1).

***Program Goals/Predicted Outcomes:**

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

***Public Benefit:**

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

***Metrics Available to Measure Performance:**

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

***Retroactive:**

No

FFH2321M1001PCQKCFED

mm

TO: COB 2-23-21

VERS.: 9

Pgs.: 42

ADDENDUM

Contract / Award Information

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

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

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

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

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

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

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

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: CT Department Code: WW Contract Number (i.e., 15-123): 20-272
Amendment No.: One (1) AMS Version No.: Nine (9)
Commencement Date: 03/02/21 New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 30,111,653.09

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

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

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

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

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

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

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

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

*Funding Source: _____

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

Contact: Keith E. Rogers Digitally signed by Keith E. Rogers
Date: 2021.02.18 10:15:42 -07'00'

Scott Loomis Digitally signed by Scott Loomis
Date: 2021.02.18 10:29:44 -07'00'

Department: Procurement Terri Spencer Digitally signed by Terri Spencer
Date: 2021.02.18 14:34:00 -07'00'

Telephone: 724-3542

Department Director Signature/Date: [Signature] 2/19/21

Deputy County Administrator Signature/Date: [Signature] 2/19/2021

County Administrator Signature/Date: [Signature] 2/19/21
(Required for Board Agenda/Addendum Items)

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT

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

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

CONTRACT NO.: CT-WW-20-272

AMENDMENT NO.: One (1)

Orig. Contract Term: 04/07/2020 – 06/30/2023	Orig. Amount:	\$ 2,550,104.43
Termination Date Prior Amendment: NA	Prior Amendments Amount:	\$ 0.00
Termination Date This Amendment: 06/30/2023	This Amendment Amount:	\$30,111,653.09
	Revised Total Amount:	\$32,661,757.52

CONTRACT AMENDMENT

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

1. Background and Purpose.

1.1. Background. On April 7, 2020, County and Contractor entered into the above referenced agreement to provide Design-Build Services for the Continental Ranch Regional Pump Station Force Main Augmentation project.

1.2. Purpose. Design of the project has reached 60%, allowing Guaranteed Maximum Price - 1 (GMP-1) for construction of the project to be developed and awarded.

2. Scope of Services. The parties agree to modify Article 3 – Scope of Services by adding “Exhibit C – Phase 2 – Construction Services – GMP-1 (25 pages)” after Exhibit B – Phase 1 Scope of Services and Fee Schedule.

3. Maximum Payment Amount. The parties agree to modify Article 5 – Compensation and Payment by adding “County’s total payments to Design-Builder for Phase 2 Work – GMP-1, including sales taxes (if applicable), in the not to exceed amount of Thirty Million, One Hundred Eleven Thousand, Six Hundred Fifty-Three Dollars and Nine Cents (\$30,111,653.09), for a cumulative not to exceed amount of Thirty-Two Million Six Hundred Sixty-One Thousand Seven Hundred Fifty-Seven Dollars and Fifty-Two Cents (32,661,757.52).” to Article 5.2. Maximum Payment Amount, as sentence two.

4. **Insurance.** The parties agree to modify Article 6 – Insurance, by changing Section 6.4.3.1 – Builder's Risk – Installation Floater:

From: Amount equal to the Contract Completed Value \$TBD.

To: Amount equal to the Contract Completed Value \$32,661,757.52.

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

PIMA COUNTY

Chair, Board of Supervisors

Date

DESIGN-BUILDER



Authorized Officer Signature

Todd Adams, Vice President
Printed Name and Title

2-22-2021
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Victoria Buchinger
Print DCA Name

2/18/21
Date



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

GMP #1 - SUMMARY

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

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

CONSTRUCTION	AMOUNT
CONSTRUCTION COSTS:	
I. Cost of Construction	\$ 20,496,971.56
II. DB Contingency	\$ 1,653,826.00
SUBTOTAL (Direct Construction Cost)	\$ 22,150,797.56
INDIRECT CONSTRUCTION COSTS:	
III. General Conditions	\$ 730,068.78
IV. Overhead	\$ 2,134,784.83
V.a. General Liability Insurance	\$ 75,542.26
V.b. Builder's Risk Insurance	\$ 42,150.00
VI. Payment and Performance Bonds	\$ 170,945.71
SUBTOTAL (Direct Cons. Cost + Gen Cond + Overhead + Insurance + Bonds)	\$ 25,304,289.14
VII. Construction Fee	\$ 1,250,782.56
SUBTOTAL (Direct Cons. Cost + Gen Cond + Overhead + Insurance + Bonds + Fee)	\$ 26,555,071.70
VIII. Arizona Gross Receipts Tax	\$ 1,743,340.46
GUARANTEED MAXIMUM PRICE (GMP)	\$ 28,298,412.16
OTHER PROJECT COSTS:	
IX. Owner's Contingency	\$ 1,813,240.93
TOTAL CONTRACT COST	\$ 30,111,653.09

For supporting documentation - see also:

Attachment #1 - Schedule of Values

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

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

Attachment #4 - Schedule

Attachment #5 - Cash-flow Forecast

Attachment #6 - Anticipated Subcontractor Participation



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
1		I. COST OF CONSTRUCTION - LINE ITEMS				
2	001.100	MOBILIZATION	LS	1.00	\$ 205,421.51	\$ 205,421.51
3	002.100	CONSTRUCTION PERMIT ALLOWANCE	LS	1.00	\$ 76,501.00	\$ 76,501.00
4	003.100	POST DESIGN ENGINEERING SERVICES	LS	1.00	\$ 195,800.00	\$ 195,800.00
5	004.100	SURVEYING AND AS-BUILTS	LS	1.00	\$ 105,588.00	\$ 105,588.00
6	005.100	QUALITY CONTROL (COMPACTION/ MATERIAL TESTING)	LS	1.00	\$ 189,972.00	\$ 189,972.00
7	006.100	PUBLIC RELATIONS	LS	1.00	\$ 83,775.00	\$ 83,775.00
8	007.100	SWPPP	LS	1.00	\$ 172,882.00	\$ 172,882.00
9	008.100	CONSTRUCTION WATER (PURCHASE ONLY)	MGAL	39,111.00	\$ 6.15	\$ 240,532.65
10	008.100	CONSTRUCTION WATER (SUPPLY COSTS)	MO	20.00	\$ 9,360.45	\$ 187,209.00
11	009.100	CLEAR AND GRUB	ACRE	60.00	\$ 1,446.59	\$ 86,795.40
12	010.100	POTHOLING (EXISTING UTILITIES)	EACH	50.00	\$ 708.11	\$ 35,405.50
13	011.100	TEMPORARY TRAFFIC CONTROL DEVICES/ FLAGGERS	LS	1.00	\$ 100,000.00	\$ 100,000.00
14	012.100	FINE GRADE DISTURBED AREAS (AFTER TRENCH BACKFILL, PRIOR TO HYDROSEEDING)	ACRE	60.00	\$ 1,687.65	\$ 101,259.00
15	013.101	HYDROSEEDING	ACRE	60.00	\$ 3,434.52	\$ 206,071.20
16	102.100	REMOVE EXISTING PIEZOMETER	EACH	8.00	\$ 1,563.00	\$ 12,504.00
17	200.001	TEMPORARY CONSTRUCTION LIMITS VISUAL BARRIER - ROPE/T-POST	LF	60,800.00	\$ 0.92	\$ 55,936.00
18	200.100	NEW 24" DIPS HDPE 4710 DR 11 (MATERIAL BUY ONLY)	LF	8,620.00	\$ 85.83	\$ 739,854.60
19	200.101	NEW 24" DIPS HDPE 4710 DR 13.5 (MATERIAL BUY ONLY)	LF	59,080.00	\$ 69.94	\$ 4,132,055.20
20	200.110	NEW 24" DIPS HDPE 4710 DR 11 (DUAL PIPE INSTALLATION)	LF	4,310.00	\$ 170.56	\$ 735,113.60
21	200.111	NEW 24" DIPS HDPE 4710 DR 13.5 (DUAL PIPE INSTALLATION)	LF	26,990.00	\$ 179.65	\$ 4,848,753.50
22	200.112	NEW 24" DIPS HDPE 4710 DR 13.5 (DUAL PIPE INSTALLATION) (SHALLOW/SLOW)	LF	2,550.00	\$ 169.27	\$ 431,638.50



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
23	200.201	NEW FORCE MAIN EROSION PROTECTION CAP (16' WIDE X 6" THICK) CEMENT STABILIZED SURFACE PER PCRWRD STD DTL 111 (NORTH OF CORTARO RD)	SY	31,500.00	\$ 10.83	\$ 341,145.00
24	202.100	REMOVE/REPLACE EXISTING ASPHALT PATH - CHUCK HUCKELBERRY LOOP TRENCH CROSSINGS (3" AC ON 4" ABC) (9 LOCATIONS OF DIRECT IMPACT)	SY	4,900.00	\$ 36.13	\$ 177,037.00
25	202.101	REMOVE/REPLACE EXISTING ASPHALT PATH - CHUCK HUCKELBERRY LOOP RESTORATION (3" AC ON 4" ABC) (5 LOCATIONS OF INDIRECT IMPACT)	SY	1,300.00	\$ 50.62	\$ 65,806.00
26	202.102	REMOVE/REPLACE EXISTING CONCRETE PATH - CHUCK HUCKELBERRY LOOP TRENCH CROSSINGS (6" CONCRETE ON 4" ABC) (2 LOCATIONS)	SY	225.00	\$ 83.47	\$ 18,780.75
27	203.100	REMOVE/REPLACE EXISTING SOIL CEMENT BANK PROTECTION - TRENCH CROSSINGS (5 LOCATIONS)	SY	485.00	\$ 997.27	\$ 483,675.95
28	203.101	REMOVE/REPLACE EXISTING CONCRETE DRAINAGE CHANNEL - TRENCH CROSSINGS (3 LOCATIONS)	SY	675.00	\$ 132.48	\$ 89,424.00
29	205.100	REMOVE/REPLACE EXISTING POST & CABLE BARRIER	LF	3,850.00	\$ 7.52	\$ 28,952.00
30	205.200	REMOVE/REPLACE EXISTING 5-STRAND BARBED WIRE FENCE	LF	9,400.00	\$ 4.25	\$ 39,950.00
31	205.300	REMOVE/REPLACE EXISTING CHAIN LINK FENCE	LF	2,560.00	\$ 16.80	\$ 43,008.00
32	205.400	REMOVE/REPLACE EXISTING FIELD FENCE	LF	620.00	\$ 5.20	\$ 3,224.00
33	205.500	REMOVE/REPLACE EXISTING HANDRAIL/BARRICADE RAILING	LF	550.00	\$ 37.95	\$ 20,872.50
34	205.600	TEMPORARY FENCE PANELS (CONSTRUCTION AREAS ADJACENT TO PATHS/ PUBLIC SPACES)	LF	2,580.00	\$ 1.75	\$ 4,515.00



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

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GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
35	206.100	REPLACE EXISTING DECOMPOSED GRANITE PATH ADJACENT TO CHUCK HUCKELBERRY ASPHALT PATH (CORTARO RD TO INA RD)	SY	4,450.00	\$ 13.90	\$ 61,855.00
36	209.040	REMOVE/REPLACE EXISTING ASPHALT ROADWAY - (2) TRES RIOS ROAD TRENCH PATCHES (3" AC ON 6" ABC)	SY	1,389.00	\$ 42.64	\$ 59,226.96
37	210.013	TWIN PEAKS ROAD CROSSING (HORIZONTAL DIRECTIONAL DRILL)	LF	400.00	\$ 1,839.00	\$ 735,600.00
38	210.025	CORTARO ROAD CROSSING (HORIZONTAL DIRECTIONAL DRILL)	LF	425.00	\$ 1,807.27	\$ 768,089.75
39	210.033	INA ROAD CROSSING (HORIZONTAL DIRECTIONAL DRILL)	LF	225.00	\$ 1,980.15	\$ 445,533.75
40	210.034	SANTA CRUZ RIVER CROSSING (HORIZONTAL DIRECTIONAL DRILL)	LF	825.00	\$ 2,032.54	\$ 1,676,845.50
41	214.100	NEW 3" VACUUM/AIR RELEASE VALVES (ARI 3" 316SS D26)	EACH	12.00	\$ 26,297.98	\$ 315,575.76
42	216.024	SUPPORT EXISTING 18" FORCE MAIN (STA.187+00)	EACH	1.00	\$ 4,970.75	\$ 4,970.75
43	216.033	SUPPORT EXISTING 18" FORCE MAIN (SOUTH OF INA 286+00)	EACH	1.00	\$ 6,139.01	\$ 6,139.01
44	219.100	LANDFILL PERIMETER - RESTORE 12' WIDE ACCESS ROAD	SY	3,670.00	\$ 12.30	\$ 45,141.00
45	219.200	LANDFILL PERIMETER - RESTORE EXISTING PERIMETER CHANNEL	SY	6,340.00	\$ 7.35	\$ 46,599.00
46	220.043	CONTINENTAL RANCH REGIONAL PUMP STATION - ABOVE GROUND PIPE CONNECTION	LS	1.00	\$ 69,624.60	\$ 69,624.60
47	224.024	PROTECT EXISTING 66" GRAVITY EFFLUENT LINE (STA.306+25) (NEW FMs OVER TOP EXISTING EFFLUENT LINE)	EACH	1.00	\$ 8,518.51	\$ 8,518.51
48	230.043	TRES RIOS - FLOW MANAGEMENT (TEMPORARY BYPASS PUMPING) FOR NEW FORCE MAIN CONNECTION (ASSUMED 21 DAYS ONLY)	LS	1.00	\$ 306,392.20	\$ 306,392.20
49	231.043	TRES RIOS - NEW DUAL FORCE MAIN CONNECTION/SITE IMPROVEMENTS	LS	1.00	\$ 815,368.24	\$ 815,368.24



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
50	232.043	TRES RIOS - ABANDON & REMOVE EXISTING SEWER/MANHOLES AFTER NEW DUAL FM CONNECTION	LS	1.00	\$ 106,167.06	\$ 106,167.06
51	233.043	TRES RIOS - NEW DUAL 12" CONNECTION BETWEEN EXISTING EOB PUMPS AND NEW GRAVITY MANHOLE	LS	1.00	\$ 237,289.81	\$ 237,289.81
52	290.100	NEW FORCE MAIN MONUMENTS (PCRWRD STD DTL 503)	EACH	520.00	\$ 400.00	\$ 208,000.00
53	290.200	REMOVE/REPLACE EXISTING STORM DRAIN CULVERTS (5 LOCATIONS)	LF	660.00	\$ 150.52	\$ 99,343.20
54	290.201	REMOVE/REPLACE EXISTING STORM DRAIN HEADWALLS	EACH	2.00	\$ 9,572.25	\$ 19,144.50
55	290.300	NEW CONCRETE CUTOFF WALLS AT TRIBUTARY WASH CROSSINGS (4' DEEP X 1' THICK) (20 LOCATIONS)	LF	2,490.00	\$ 48.59	\$ 120,989.10
56	290.500	FILL EXISTING PIT AT TANKERSLY PROPERTY STA.262+50 TO 266+50 (SCOUR PROTECTION FOR NEW FORCE MAINS) (USE TRENCH SPOILS FOR FILL)	CY	12,000.00	\$ 6.55	\$ 78,600.00
57	290.600	REMOVE/RELOCATE EXISTING PILE OF TIRES (STA.303+00 To STA.304+00)	LS	1.00	\$ 2,500.00	\$ 2,500.00
58		COST OF CONSTRUCTION - LINE ITEMS SUBTOTAL				\$ 20,496,971.56
59		II. DESIGN-BUILDER CONTINGENCY				
60	299.001	UNFORESEEN CONDITIONS (30% PRELIMINARY DESIGN STATUS - UNKNOWN/REMAINING RISK) (1.00% of COST)	LS	1.00	\$ 200,000.00	\$ 200,000.00
61	299.003	SAND, CONCRETE, ASPHALT MATERIAL PRICE ESCALATION (21 MONTHS) (10% OF JAN-2021 PRICE)	LS	1.00	\$ 115,000.00	\$ 115,000.00
62	299.004	AGENCY/THIRD-PARTY/STAKEHOLDER REQUIRED SCOPE REVISIONS (PCRFGD, PDEQ, TOWN OF MARANA, CMID, ETC.)	LS	1.00	\$ 150,000.00	\$ 150,000.00
63	299.005	CONFLICT RESOLUTIONS WITH UNKNOWN EXISTING UTILITIES	LS	1.00	\$ 80,000.00	\$ 80,000.00



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
64	299.006	TRES RIOS CONNECTION - CONFLICT RESOLUTIONS WITHIN UNKNOWN INFRASTRUCTURE	LS	1.00	\$ 80,000.00	\$ 80,000.00
65	299.007	TRES RIOS CONNECTION - ADDITIONAL/ UNFORESEEN TEMPORARY BYPASS PUMPING	LS	1.00	\$ 200,000.00	\$ 200,000.00
66	299.008	EASEMENT/ROW COMMITMENT IMPROVEMENTS	LS	1.00	\$ 50,000.00	\$ 50,000.00
67	299.009	PDEQ - DRAINAGE IMPROVEMENTS FOR PC TIRE RECYCLING FACILITY (STA.302+50)	LS	1.00	\$ 25,000.00	\$ 25,000.00
68	299.010	CHUCK HUCKELBERRY LOOP SUP - AMENITY/SURFACE RESTORATIONS (SOUTH OF CORTARO ROAD)	LS	1.00	\$ 482,375.00	\$ 482,375.00
69	299.011	CHUCK HUCKELBERRY LOOP SUP USERS - TEMPORARY DETOURS DURING CONSTRUCTION	LS	1.00	\$ 100,000.00	\$ 100,000.00
70	299.012	CHUCK HUCKELBERRY LOOP SUP - REMOVE/REPLACE EXISTING CUSTOM SIGNAGE	LS	1.00	\$ 25,000.00	\$ 25,000.00
71	299.013	CROSSROADS PARK - PERIMETER IMPROVEMENT RESTORATIONS	LS	1.00	\$ 50,000.00	\$ 50,000.00
72	299.014	MISCELLANEOUS PLANT SALVAGE/ REPLACEMENTS NORTH OF CORTARO ROAD	LS	1.00	\$ 25,000.00	\$ 25,000.00
73	299.015	REMOVE/REPLACE EXISTING WALL (SPRINGS @ CR APARTMENTS)	LF	450.00	\$ 158.78	\$ 71,451.00
74	299.100	DESIGN-BUILDER CONTINGENCY - LINE ITEMS SUBTOTAL				\$ 1,653,826.00
75		SUBTOTAL A. (DIRECT CONSTRUCTION COSTS)				\$ 22,150,797.56
76		INDIRECT CONSTRUCTION COSTS				
77		III. GENERAL CONDITIONS				
78	300.001	FIELD ENGINEER	WK	91.00	\$ 2,367.60	\$ 215,451.60
79	300.002	SUPERINTENDENT	WK	91.00	\$ 2,907.60	\$ 264,591.60
80	300.003	DRINKING WATER	WK	91.00	\$ 25.00	\$ 2,275.00
81	300.004	PORTABLE RESTROOMS	MO	21.00	\$ 480.00	\$ 10,080.00
82	300.005	SMALL TOOLS	WK	91.00	\$ 665.93	\$ 60,599.63
83	300.006	LAND RENTAL	MO	21.00	\$ 3,000.00	\$ 63,000.00



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

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Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
84	300.007	TEMPORARY FENCE FOR CONSTRUCTION YARD	MO	21.00	\$ 681.00	\$ 14,301.00
85	300.008	CONSTRUCTION FIELD OFFICE	MO	21.00	\$ 3,350.95	\$ 70,369.95
86	300.009	FIELD OFFICE SUPPLIES/REPROGRAPHICS	MO	21.00	\$ 350.00	\$ 7,350.00
87	300.010	TRASH DUMPSTER	MO	21.00	\$ 750.00	\$ 15,750.00
88	300.011	STORAGE CONTAINER	MO	21.00	\$ 300.00	\$ 6,300.00
89	300.100	SUBTOTAL B. (III. GENERAL CONDITIONS)				\$ 730,068.78
90		SUBTOTAL C. (DIRECT COSTS + GENERAL CONDITIONS)				\$ 22,880,866.34
91	400.100	IV. DB OVERHEAD (9.33% of Subtotal C)	LS	1.00	\$ 2,134,784.83	\$ 2,134,784.83
92		SUBTOTAL D. (DIRECT COSTS + GENERAL CONDITIONS + OVERHEAD)				\$ 25,015,651.17
93	700.100	VII. CONSTRUCTION FEE (5% of Subtotal D)	LS	1.00	\$ 1,250,782.56	\$ 1,250,782.56
94	500.100	V.a. GENERAL LIABILITY INSURANCE (0.2876% of Subtotal D + VIII + V)	LS	1.00	\$ 75,542.26	\$ 75,542.26
95	500.200	V.b. BUILDERS RISK INSURANCE	LS	1.00	\$ 42,150.00	\$ 42,150.00
95	600.100	VI. PAYMENT & PERFORMANCE BONDS	LS	1.00	\$ 170,945.71	\$ 170,945.71
96		SUBTOTAL E. (SUBTOTAL D + VIII + V + VI + VII)				\$ 26,555,071.70
97	800.100	VIII. TOWN OF MARANA SALES TAX				\$ 1,743,340.46
98		GUARANTEED MAXIMUM PRICE (GMP)				\$ 28,298,412.16
99		IX. OWNER'S CONTINGENCY				
100	900.001	UNFORESEEN CONDITIONS (30% PRELIMINARY DESIGN STATUS - UNKNOWN/REMAINING RISK) (2.43% of GMP)	LS	1.00	\$ 688,489.93	\$ 688,489.93
101	900.002	PAVE/REMOVE TEMPORARY ASPHALT PATH AS ALTERNATIVE TO CHL DURING CONSTRUCTION (2" AC ON NATIVE SUBGRADE) (NORTH OF CORTARO RD)	SY	27,100.00	\$ 17.01	\$ 460,971.00
102	900.003	REMOVE/REPLACE ASPHALT - CHUCK HUCKELBERRY LOOP SHARED-USE PATH (3" AC ON 4" ABC) (NORTH OF CORTARO RD)	SY	23,000.00	\$ 28.86	\$ 663,780.00
103	900.100	SUBTOTAL F. (OWNER'S CONTINGENCY)				\$ 1,813,240.93
104		TOTAL CONTRACT COST				\$ 30,111,653.09



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #2 - SCOPE OF WORK

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

BRIEF DESCRIPTION OF WORK:			
Approximately 6.5-miles of a new dual-pipe force main sewer system between the Continental Ranch Regional Pump Station (CRRPS) and the Tres Rios Water Reclamation Facility (Tres Rios)			
LIST OF PLANS & SPECIFICATIONS USED FOR GMP#1			
	Document:	Prepared By:	Date:
1	Continental Ranch Regional Pump Station Force Main Augmentation Project (3CFS15) 30% Preliminary Design Plans	WestLand Resources, Inc.	08/25/20
2	Continental Ranch Regional Pump Station Force Main Augmentation Project (3CFS15) 60% Preliminary Design Plans - Work Package #1 (<i>Ina Rd to Tres Rios, pages 2-10</i>)	WestLand Resources, Inc.	12/23/20
3	Continental Ranch Regional Pump Station Force Main Augmentation Project (3CFS15) 30% Preliminary Design Plans w/Borderland 30% Redlines (GMP clarifications)	Borderland Construction	01/29/21
4	PCRWRD Standard Specifications and Details for Construction 2016 (SSDC 2016)	Pima County Regional Wastewater Reclamation Dept.	2016
5	Standard Specifications for Public Improvements Volume 1	Pima Association of Governments (PAG)	2014
6	Standard Specifications for Public Improvements Volume 2 (Standard Details)	Pima Association of Governments (PAG)	2014
7	-	-	-
8	-	-	-
9	-	-	-
10	-	-	-



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
1	<p>Clarification - On behalf of PCRWRD, GMP#1 was specifically prepared to establish a construction budget and schedule in advance of detailed designs and specifications. As such, Borderland's primary objective for the GMP#1 package was to identify a construction scope that <u>optimized constructability and reduced installation costs - as specifically related to PCRWRD's new dual force main sewer system</u>. Other cost/schedule influences/factors (such as stakeholder input, environmental concerns, adjacent neighborhood preferences, agency permitting, ROW/Easement Acquisitions, etc.) will require additional evaluation as part of future detailed design efforts. Borderland will continue working with PCRWRD to identify potential risks/impacts and reconcile any scope changes, as they arise during final design. Requirements/scope changes that arise from third-party reviews and approvals may require re-evaluation of the overall construction cost and schedule and/or reconciliation within the GMP contingencies.</p>
2	<p>Clarification - This GMP#1 is based on the initial 30% plans listed in Attachment #2, which were <u>not</u> intended for construction. This GMP#1 schedule of values/scope of work will be need to be reconciled with the final sealed/approved/permitted plans and specifications for construction. In addition, as the design develops, the line item scope of work herein may be phased/separated into multiple work packages (as advantageous to/directed by PCRWRD).</p>
3	<p>Clarification - As a supplement to the initial 30% plans listed in Attachment #2, Borderland has prepared redlined notes to document the clarifications, assumptions, and exclusions that were used as the baseline scoping for construction included in GMP#1. The redlines are based on discussions and coordination meetings since the 30% plan concepts, and include numerous alignment and concept revisions that have <u>not</u> yet been designed, reviewed, or approved/accepted by PCRWRD (project owner), PCRFGD (primary property owner), or the Town of Marana (local jurisdictional authority/operator of the Chuck Huckelberry Loop). The Borderland redlines are available as a future reference to the baseline costs and schedule detailed in GMP#1. Any future modifications to the redlined concepts/scope will require re-evaluation of the construction costs and schedule. Ultimately, GMP#1 construction line items (quantities, unit pricing, and scheduling) will need to be reconciled with final/approved designs, actual permitting requirements, and easement acquisition conditions/timeframes.</p>
4	<p>Clarification - Due to the preliminary nature of the design concepts, and at the request of PCRWRD, this GMP#1 was prepared in advance of a formal subcontractor selection process. Borderland has used professional judgment and past experience to establish subcontractor scoping/pricing from reputable subcontractors to establish the GMP#1 line item budgets. Prior to construction, Borderland (in coordination with PCRWRD) will proceed with a formal selection of required subcontractors, based on qualifications and competitive pricing. Scope changes/requirements that arise from the formal subcontractor selection process may require re-evaluation of the overall construction cost and schedule and/or reconciliation within the GMP contingencies.</p>
5	<p>Clarification - At the time of preparation for GMP#1, a Pima County SBE goal had not been determined and/or provided to Borderland. Borderland previously provided documentation in regards to the high self-performance approach in our team's selection, the highly technical/complex scope of work, and lack of SBE opportunities within the specialized scope of work. As such, this GMP#1 anticipates a SBE goal no greater than 0.25% (assuming Kaneen Communications providing Public Relations during construction will be requested as a service by PCRWRD). If an SBE goal greater than 0.25% becomes a Pima County requirement, there may be impacts to the cost, schedule, and quality of work anticipated in this GMP#1 package - if so, re-evaluation of the construction package will be required.</p>



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
6	Clarification - At the time of this GMP#1, HDPE pricing and availability is highly volatile and unpredictable over the anticipated 21-month duration (Force Majeure has been previously declared by the pipe manufacturers on past similar project durations). This GMP#1 accounts for HDPE purchase at the current market rates (January 2021). As the construction start date/pipe shipping date approaches, HDPE pricing will need to be confirmed and reconciled within the GMP#1 contingencies. Any Force Majeure impacts received by Borderland will be passed through to PCRWRD.
7	Clarification - The initial 30% plans did <u>not</u> include any Flow Management/Temporary Bypass Plans for the connection at Tres Rios. As part of this GMP#1, Borderland has made our own site-specific FMP assumptions (based on our past experiences) that may/may not be sufficient based on impacts of new improvements on existing operations. The current scope of works anticipates up to 21-days of temporary bypass pumping at Tres Rios - if this duration becomes insufficient with what is required at the site, additional FMP budget may be required and/or reconciled with GMP#1 contingencies.
8	Clarification - Per initial stakeholder coordination meetings, it is understood that the Town of Marana is the local jurisdictional authority for public right-of-way along Ina Road, Cortaro Road, and Twin Peaks Road. It is also understood that the Chuck Huckelberry Loop along the west bank of the Santa Cruz River is located primarily on parcels owned by Pima County Regional Flood Control District (PCRFCDD) but operated/maintained by Town of Marana Parks & Recreation. As the design progresses (and final dual force main alignment is approved by PCRWRD), detailed construction disturbance limits will be identified so that we can coordinate the necessary Town of Marana and PCRFCDD ROW/facility impact permitting for short term construction as well as long term operations/maintenance of the new dual force main sewer system.
9	Clarification - Cortaro-Marana Irrigation District (CMID) has existing canals, pipelines, and well sites located on numerous parcels/properties along the full 6.5 mile project length. It is understood that CMID has existing prior rights for their facilities/properties, and as such, our GMP#1 is assuming total avoidance of their infrastructure/properties.
10	Clarification - Outside the Tres Rios site, the new dual force main alignment is entirely located outside PCRWRD controlled properties. In addition to the Town of Marana ROW and PCRFCDD Parcels, there are several private properties, Continental Ranch Community common areas, existing utility easements, etc. that are being crossed/disturbed (both short-term construction and long-term operations/maintenance). In these areas outside Tres Rios, PCRWRD will need to acquire easements/property rights to allow construction to move forward. As the design progresses, detailed acquisition areas will be identified so that Pima County Real Property can assist with obtaining the necessary property rights for short term construction as well as long term operations/maintenance.



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
11	Clarification - The construction schedule anticipates (2) major phases: Phase 1 includes Ina Road to Tres Rios. Phase 1A is the work entirely within the limits of the existing wastewater treatment site that will provide a connection between the new dual force main system and the existing gravity line that enters the headworks. It is understood that Phase 1A will not require any easement acquisitions or ADEQ permitting, allowing this work package to be expedited. Phase 1B is the segment between Ina Road and the Tres Rios site. It is understood that Phase 1B will require easement acquisition and ADEQ permitting, but the existing properties are owned by Pima County allowing for construction to begin immediately upon completion of Phase 1A. While Phase 1 is constructed, final design, permitting, and easement acquisitions will occur for the Phase 2 segment that runs from the Continental Ranch Regional Pump Station to Ina Road . Phase 2 construction needs to occur immediately following Phase 1 completion to meet the 12/31/22 contract completion date.
12	Clarification - Pima County Real Property will acquire all necessary Temporary Construction Easements and/or Permanent ROW/Easement acquisitions per the included construction schedule to facilitate construction. Any delays to the easement acquisitions within Phase 1B and Phase 2 will also delay the start of construction and have <u>significant impacts on material and installation costs.</u>
13	Clarification - Item 002.100: The new pipeline alignment is located within (or crosses) the property/right-of-way of different jurisdictional authorities/owners, including the Town of Marana, PDEQ, PCRFC, PCRWRD and CMID. As such, we've established generic permitting allowance, but permitting fee specifics are not yet quantifiable until the full extent of impacts/improvements are detailed as part of the final sealed/approved/permitted plans and specifications. Actual permitting requirements and associated construction fees can only be established upon agency approved plans. Borderland will only invoice for actual permitting costs realized by the project.
14	Clarification - Item 003.100: Per direction from PCRWRD, we have included post-design engineering services in GMP#1. WestLand Resources (original qualification-based selection DB team member) has provided an anticipated scope/fee proposal for inclusion, based on their past project experience and professional recommendations.
15	Clarification - Item 004.100: WestLand Resources (original qualification-based selection DB team member) will provide Construction Survey services, based on their past project experience and professional recommendations. We will continue to work with WestLand to refine their specific scope and fee based on final/sealed/approved/permitted plans and specifications. Actual services provided will need to be confirmed and reconciled within the GMP#1 contingencies.
16	Clarification - Item 005.100: Ninyo & Moore (original qualification-based selection DB team member) will provide Quality Control (Compaction/Concrete testing) services, based on their past project experience and professional recommendations. We will continue to work with Ninyo & Moore to refine their specific scope and fee based on final/sealed/approved/permitted plans and specifications. Actual services provided will need to be confirmed and reconciled within the GMP#1 contingencies.
17	Clarification - Item 006.100: Kaneen Communications (original qualification-based selection DB team member) will provide Public Relations services during construction, based on their past project experience and professional recommendations. We will continue to work with Kaneen Communications to refine their specific scope and fee based on final/sealed/approved/permitted plans and specifications. Actual services provided will need to be confirmed and reconciled within the GMP#1 contingencies.



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
18	Clarification - Item 007.100: EPAC is anticipated to provide SWPPP maintenance during construction, based on their past project experience and professional recommendations. We will continue to work with EPAC to refine their specific scope and fee based on final/sealed/approved/permitted plans and specifications. Actual services provided will need to be confirmed and reconciled within the GMP#1 contingencies.
19	Clarification - Item 008.100: Construction water item includes our estimated volume based on all activities to construct the project (including dust control). The line item budget was calculated based on Marana Water rate of \$6.15 per MGAL.
20	Clarification - Item 008.101: This item includes the monthly cost for temporary water towers/piping to provide construction water from existing offsite sources to the project site. The line item budget was based on the use of (3) Klein tanks staged along the project limits and temporary 8" HDPE supply line to provide high-line water service from hydrants (or other available points of service).
21	Clarification - Item 009.100: Clearing and grubbing area assumed to include a minimum 30' offset on both sides of the proposed trench line (where possible) and/or varying in width from 60' to 100'. Cleared vegetation will be removed from the site and disposed at an approved landfill location. Any/all existing invasive species within the project area are assumed to be removed as part of clear/grub operations. We have specifically excluded the cost of any special considerations for the removal of invasive species (including buffelgrass).
22	Clarification - Item 010.100: By law, potholing during construction will be required in advance of trenching near existing underground utilities (i.e., in addition to the potholes previously located during the design phase). Construction service potholes will only be invoiced as needed. Any unused/unnecessary potholing budget will be credited back to PCRWRD.
23	Clarification - Item 011.100: Due to close proximity of the Chuck Huckelberry Loop, existing neighborhoods, and parks, and several public drainageway/roadway crossings we have included temporary traffic control devices and flaggers (to help ensure there is safe delineation of the work area for public foot/bicycle/vehicular traffic). Temporary traffic control plans will be coordinated with appropriate local agencies and devices/detours/flagging stations installed as needed/directed. For the purpose of GMP#1 we have assumed a budget of \$5,000 per month, for 20 months (\$100,000 total Force Account item) to rent/setup/maintain temporary traffic control devices/flaggers throughout the project limits. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary temporary traffic control budget will be credited back to PCRWRD.
24	Clarification - Item 012.100: After trench backfilling/spoil haul off, and prior to hydroseeding, the disturbed areas will be fine graded back to match pre-existing contours/conditions (unless specifically noted in the plans otherwise).
25	Clarification - Item 013.100: Limits/areas requiring hydroseeding were calculated to be equivalent to the clear/grub acreage. Actual acreage to be hydroseeded will need to be confirmed based on final/sealed/approved/permitted plans/specifications and reconciled within the GMP#1 contingencies.
26	Clarification - Item 102.100: Ninyo & Moore will be removing the (8) piezometer's (per ADWR requirements) that were previously installed during design-phase services. Includes removal of casing and backfilling/abandonment in-place.



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
27	Clarification - Item 200.001: Due to close proximity of the Chuck Huckelberry Loop, existing neighborhoods, and parks, we have included a temporary t-post and yellow rope visual barrier to be installed at the limits of our anticipated work area (to help ensure there is a separation between the work area and the public foot/bicycle traffic). Our installation of this visual barrier is based on 20' spacing between t-posts.
28	Clarification - Item 200.100 includes only the <u>purchasing and freight</u> for the 24" DIPS HDPE 4710 DR 11 pipe/fittings. Installation costs are provided in Item 200.110. Pipe materials are anticipated to be delivered to the project site, as-needed. We have specifically excluded all costs for accepting delivery of the full pipe order (in advance of installation needs), stockpiling/storing/protecting of the pipe at an offsite location, and/or secondary handling/delivery of the pipe from a storage location to the project site.
29	Clarification - Item 200.101 includes only the <u>purchasing and freight</u> for the 24" DIPS HDPE 4710 DR 13.5 pipe/fittings. Installation costs are provided in Item 200.111 and 200.112. Pipe materials are anticipated to be delivered to the project site, as-needed. We have specifically excluded all costs for accepting delivery of the full pipe order (in advance of installation needs), stockpiling/storing/protecting of the pipe at an offsite location, and/or secondary handling/delivery of the pipe from a storage location to the project site.
30	Clarification - Item 200.100 and 200.101: The current HDPE pricing accounts for a locked-in unit price (through 12/20/22) and delivery to the project as-needed. In order to ensure the included unit pricing, the manufacturer requires a full pipe order no later than March 20, 2021 (NON-CANCELLABLE ORDER). If the purchase order is not made prior to this date, HDPE pricing will need to be confirmed and reconciled within the scope of work. Any additional Force Majeure impacts received by Borderland (from manufacturer) will be passed through to PCRWRD.
31	Clarification - Item 200.110 includes all <u>efforts for installing</u> the 24" DIPS HDPE 4710 DR 11 pipes (pipe handling, trench excavation, pipe fusing/install, backfill screening, trench backfill, testing, spoil haul-off). Material purchase costs are provided in Item 200.100.
32	Clarification - Item 200.111 includes all <u>efforts for installing</u> the 24" DIPS HDPE 4710 DR 13.5 pipes (pipe handling, trench excavation, pipe fusing/install, backfill screening, trench backfill, testing, spoil haul-off). Material purchase costs are provided in Item 200.101.
33	Clarification - Item 200.112 includes all <u>efforts for installing</u> the 24" DIPS HDPE 4710 DR 13.5 pipes (pipe handling, trench excavation, pipe fusing/install, backfill screening, trench backfill, testing, spoil haul-off) in an alternative shallow trench/slow production configuration where smaller equipment will be required to avoid existing utilities, walls, and infrastructure. Material purchase costs are provided in Item 200.101.
34	Clarification - Item 200.110, 200.111, and 200.112: Native soils generated by trench excavation is assumed to be suitable for use as pipeline backfill. We are anticipating the need to screen native material to meet PCRWRD specifications. Any excess material generated as trench spoil (approximately 35,000 CY) is assumed to be hauled off the project and properly disposed of. We have assumed a portion of the trench spoil will be hauled to the Tankersly property north of Ina Road - See Item 290.500.
35	Clarification - Item 200.110, 200.111, and 200.112: Sewer sand bedding calculated to meet Pima County's current standard specification of 6" below pipe, 12" on outsides of pipe, and 12" above pipe.



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
36	Clarification - Item 200.201: Our anticipated alignment north of Cortaro Road assumes a working area approximately 65' east of the existing CHL shared-use path. In this area, the new dual force main pipes will be located vertically below the Santa Cruz River Scour Depth (assumed to be 2'-3'). To also protect the pipeline from localized erosion and/or preferential infiltration of storm water into the trench, we are assuming the need for a 16' wide x 6" thick cement stabilized surface on top of the new force main alignment (north of Cortaro only). The stabilized surface will be installed per PCRWRD Standard Detail 111, currently assuming a cement ratio of 10% and a cement purchase price no greater than \$136/TON. Due to potential variance of existing soil conditions, we have assumed up to 10 mix designs may be necessary. Adjustments to this line item cost may be required: if a different erosion control becomes a requirement; if the limits of protection change; if site-specific native soils/mix designs require additional cement ration (>10%); and/or if cement prices escalate from the supplier (>\$136/TON).
37	Clarification - Item 202.100: We have established an assumed quantity and unit cost for removing/replacing the existing asphalt path (Chuck Huckelberry Loop) where it is directly impacted by trench crossings. It is assumed (9) specific locations will be directly impacted by pipeline installations/trenching. Per previous experience, we are anticipating asphalt patches to include dimensions of 14-16' wide with 4" ABC and 3" AC. Actual replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.
38	Clarification - Item 202.101: We have established an assumed quantity and unit cost for removing/replacing the existing asphalt path (Chuck Huckelberry Loop) where it is indirectly impacted by construction access, equipment, or other installation activities that may damage the existing asphalt beyond acceptable use. It is assumed (5) specific locations will be indirectly impacted by field activities. Per previous experience, we are anticipating asphalt patches to include dimensions of 14-16' wide with 4" ABC and 3" AC. Actual disturbances will be monitored during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.
39	Clarification - Item 202.102: We have established an assumed quantity and unit cost for removing/replacing the existing concrete path (Chuck Huckelberry Loop) where it is directly impacted by trench crossings. It is assumed (2) specific locations will be directly impacted by pipeline installations/trenching. Actual replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.
40	Clarification - Item 203.100: We have established an assumed quantity and unit cost for removing/replacing existing soil cement bank protection/channel lining. Per previous experience, we are anticipating soil cement replacement to include a dimension of 10' wide, 8' thick, and 9' deep - we plan to form the face and pour back the patch (with dowels into existing bank protection), in lieu of PCRWRD's wedge shaped patching detail. If the patching requirement changes, it will require re-evaluation of the cost/schedule included within GMP#1. Actual soil cement replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
41	Clarification - Item 203.101: We have established an assumed quantity and unit cost for removing/replacing existing concrete lined channels. Per previous experience, we are anticipating concrete channels replacement to include a dimension of 18' wide and 6" thick. If the patching requirement changes, it will require re-evaluation of the cost/schedule included within GMP#1. Actual concrete channel replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.
42	Clarification - Item 205.100: We have established an assumed quantity and unit cost for removing/replacing existing post-cable fence. Actual replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.
43	Clarification - Item 205.200: We have established an assumed quantity and unit cost for removing/replacing existing 5-strand barbed wire fence. Actual replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.
44	Clarification - Item 205.300: We have established an assumed quantity and unit cost for removing/replacing existing chain link fence. Actual replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.
45	Clarification - Item 205.400: We have established an assumed quantity and unit cost for removing/replacing existing field fence. Actual replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.
46	Clarification - Item 205.500: We have established an assumed quantity and unit cost for removing/replacing existing handrail/barricade railing along the CHL bank protection and/or drainage structures. Actual replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.
47	Clarification - Item 205.600: It is anticipated that several areas of trenching will be in close proximity to shared-use path bicyclists and other users. To enhance safety in this areas, we are anticipating the need for temporary fence panels to physically separate the public from the work area. As such, we have established an assumed quantity and unit cost for installing temporary chain link fence panels. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.
48	Clarification - Item 206.100: We have established an assumed quantity and unit cost for replacing the existing DG path adjacent to and paralleling the Chuck Huckelberry Loop shared-use asphalt path, between Cortaro Road and Ina Road. Per previous experience, we are anticipating DG replacement to include a dimension of up to 8' wide. Actual replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.



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ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
49	Clarification - Item 209.040: We have established an assumed quantity and unit cost for removing/replacing the existing asphalt roadways (inside the Tres Rios site) where they are directly impacted by trench crossings. It is assumed (2) specific locations will be directly impacted by pipeline installations/trenching. Per previous experience, we are anticipating asphalt patches to include an area of 1,389 SY with 6" ABC and 4" AC. Actual replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.
50	Clarification - Item 210.013: Per cost/impact analysis with PCRWRD, Twin Peaks Road will be crossed using a trenchless Horizontal Directional Drill (HDD) to minimize impacts to existing infrastructure. As such, GMP#1 includes an initial budgetary unit cost for HDD that will need to be refined as the design progresses and formal subcontractor selection process occurs. We will continue to work with HDD subcontractors to refine their specific scope and fee based on final/sealed/approved/permitted plans and specifications. Actual services provided will need to be confirmed and reconciled within the GMP#1 contingencies.
51	Clarification - Item 210.025: Per cost/impact analysis with PCRWRD, Cortaro Road will be crossed using a trenchless Horizontal Directional Drill (HDD) to minimize impacts to existing infrastructure. As such, GMP#1 includes an initial budgetary unit cost for HDD that will need to be refined as the design progresses and formal subcontractor selection process occurs. We will continue to work with HDD subcontractors to refine their specific scope and fee based on final/sealed/approved/permitted plans and specifications. Actual services provided will need to be confirmed and reconciled within the GMP#1 contingencies.
52	Clarification - Item 210.033: Per cost/impact analysis with PCRWRD, Ina Road will be crossed using a trenchless Horizontal Directional Drill (HDD) to minimize impacts to existing infrastructure. As such, GMP#1 includes an initial budgetary unit cost for HDD that will need to be refined as the design progresses and formal subcontractor selection process occurs. We will continue to work with HDD subcontractors to refine their specific scope and fee based on final/sealed/approved/permitted plans and specifications. Actual services provided will need to be confirmed and reconciled within the GMP#1 contingencies.
53	Clarification - Item 210.034: Per cost/impact analysis with PCRWRD, the Santa Cruz River will be crossed using a trenchless Horizontal Directional Drill (HDD) to minimize impacts to existing infrastructure. As such, GMP#1 includes an initial budgetary unit cost for HDD that will need to be refined as the design progresses and formal subcontractor selection process occurs. We will continue to work with HDD subcontractors to refine their specific scope and fee based on final/sealed/approved/permitted plans and specifications. Actual services provided will need to be confirmed and reconciled within the GMP#1 contingencies.
54	Clarification - Item 214.100: We have established an assumed quantity and unit cost for new Vacuum/Air Release Valves, installed within below-grade containment vaults (based on ARI 3" 316SS D26 product demo). Actual materials/quantities/costs will be refined as the design progresses and a vertical profile is defined for the new force mains. Actual ARV configurations will need to be confirmed and potentially reconciled within the GMP#1 contingencies.
55	Clarification - Item 216.024: We have established a unit cost for supporting the existing 18" force main. Actual efforts will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.



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GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

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CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
56	Clarification - Item 216.033: We have established a unit cost for supporting the existing 18" force main south of Ina Road. Actual efforts will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. <u>Any unused/unnecessary budget will be credited back to PCRWRD.</u>
57	Clarification - Item 219.100: We have established an assumed quantity and unit cost for restoring the existing 12' wide access road around the landfill property. We are anticipating access road to include 4" of ABC/Millings. Actual replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. <u>Any unused/unnecessary budget will be credited back to PCRWRD.</u>
58	Clarification - Item 219.200: We have established an assumed quantity and unit cost for restoring the existing perimeter channel around the landfill property. Actual replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. <u>Any unused/unnecessary budget will be credited back to PCRWRD.</u>
59	Clarification - Item 220.043: We have established an anticipated cost for site modifications/above ground piping modifications to connect the new dual force mains to the Continental Ranch Regional Pump Station (CRRPS). Actual modifications and connection details will require final/approved designs and specifications. . As details are available, the CRRPS connection requirements will need to be confirmed and reconciled within the GMP#1 contingencies.
60	Clarification - Item 224.024: Rather than supporting the existing 66" effluent line (as noted in the plans), we have anticipated the ability to install the new dual force mains over top the existing effluent line (appears to be plenty of vertical separation). A slurry cap over the existing effluent line has also been included to minimize risk/impact to this critical existing pipeline.
61	Clarification - Item 230.043: We have established a unit cost for 21-days of flow management/temporary bypass pumping to accommodate the new junction structure/gravity sewer connections at Tres Rios. Billings to PCRWRD will reflect actual quantities/installations. <u>Any unused/unnecessary budget will be credited back to PCRWRD.</u> If this 21-Day duration becomes insufficient with what is required at the site, additional FMP budget may be required and/or reconciled with GMP#1 contingencies.
62	Clarification - Item 231.043: We have established an anticipated cost for site modifications/and new structures to connect the new dual force mains to the existing gravity sewer system at Tres Rios. Actual modifications and connection details will require final/approved designs and specifications. As details are available, the Tres Rios connection requirements will need to be confirmed and reconciled within the GMP#1 contingencies.
63	Clarification - Item 232.043: We have established a cost for the removal of no-longer needed sewer line/manholes at the Tres Rios connection point.
64	Clarification - Item 233.043: We have established an anticipated cost for above ground piping/site modifications to connect the existing EOB pumps to the existing gravity sewer system at Tres Rios. Actual modifications and connection details will require final/approved designs and specifications. As details are available, the EOB pump connection requirements will need to be confirmed and reconciled within the GMP#1 contingencies.
65	Clarification - Item 290.100: We have included a unit price for new force main markers on top of each pipeline, at approximate maximum spacing of 250' and/or changes in direction.



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
66	Clarification - Item 290.200: We have established an assumed quantity and unit cost for removing/replacing existing storm drain culverts (up to 24" diameter) that are directly impacted by pipeline trenching. It is assumed (5) specific locations will be directly impacted by pipeline installations/trenching. Actual replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.
67	Clarification - Item 290.200: We have established an assumed quantity and unit cost for removing/replacing existing storm drain headwalls that are directly impacted by pipeline trenching. It is assumed (2) specific locations will be directly impacted by pipeline installations/trenching. Actual replacements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.
68	Clarification - Item 290.300: We have established an assumed quantity and unit cost for concrete cutoff walls to protect one-side of the dual force main trench from scour/erosion where tributary washes cross and outlet to the Santa Cruz River. It is assumed (20) specific locations may require 4' Deep x 1' Thick concrete cutoff walls on one-side of the new trench. Actual cutoff wall requirements will be measured during construction. Billings to PCRWRD will reflect actual quantities/installations. Any unused/unnecessary budget will be credited back to PCRWRD.
69	Clarification - Item 290.500: We have included the hauling, spreading and compaction of approximately 12,000 CY of trench spoil at the existing pit located on the Tankersly property. It is assumed this effort will be needed to protect the pipeline from potential Santa Cruz river flooding/scour. Actual earthwork requirements and details will require final/approved designs and specifications. As details are available, the earthwork requirements will need to be confirmed and reconciled within the GMP#1 contingencies.
70	Clarification - Item 290.600: We have established a unit cost for relocating the existing pile of tires at Sta.303+00 to an adjacent onsite area out of the construction footprint. We will coordinate with onsite personnel to relocate tires within this anticipated line item cost. If this assumed effort becomes insufficient with what is required at the site, additional budget may be required and/or reconciled with GMP#1 contingencies.
71	Clarification - Item 299.100: Per Article 5 of Appendix F of the contract, and based on the preliminary nature of the 30% design, an overall Design-Builder contingency amount of 8.07% (relative to direct cost construction) was established for potential items of remaining/unknown risk that could not be reasonably identified at the time GMP#1 was prepared. Prior to any use/allocation of the DB contingency amount, Borderland will provide PCRWRD a notice/application for review and approval. If/when it becomes apparent that an anticipated line item contingency will not be used, and with PCRWRD direction/approval, the DB contingency budgets may be revised and/or reallocated to other actual project costs. The amount of DB Contingency that is unused during construction will be returned as a credit to PCRWRD.
72	Clarification - DB Contingency Item 299.001: Based on the preliminary nature of the 30% design, a generic DB contingency amount of 1.00% (relative to direct cost construction) was established for potential items of remaining/unknown risk that could not be reasonably identified at the time GMP#1 was prepared. Billings to this item will not occur without prior approval from PCRWRD and the amount unused during construction will be returned as a credit to PCRWRD.



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
73	Clarification - DB Contingency Item 299.002: Based on highly volatile and unpredictable cement, oil, and aggregate pricing anticipated over 21-month duration, we have established a material escalation contingency budget totaling 10% of the Jan-2021 sand, concrete, and asphalt material purchase prices included in GMP#1. As the construction start date approaches, aggregate material pricing will need to be confirmed and reconciled within the scope of work. Any additional market rate increases (beyond a 10% escalation) received by Borderland will be passed through to PCRWRD. Billings to this item will not occur without prior approval from PCRWRD and the amount unused during construction will be returned as a credit to PCRWRD.
74	Clarification - DB Contingency Item 299.003: Based on the preliminary nature of the 30% design, and lack of approvals from impacted property owners, stakeholders, and permitting agencies, we have identified this contingency to cover any scope adjustments/requirements that may be ancillary to the pipeline installations (design revisions, moratorium pavement patches, floodplain mitigation, etc..) Billings to this item will not occur without prior approval from PCRWRD and the amount unused during construction will be returned as a credit to PCRWRD.
75	Clarification - DB Contingency Item 299.004: Based on the preliminary nature of the 30% design, and lack of existing utility mapping/coordination/conflict resolution, we have identified this contingency to cover any scope adjustments/requirements that may be ancillary to the pipeline installations. Billings to this item will not occur without prior approval from PCRWRD and the amount unused during construction will be returned as a credit to PCRWRD.
76	Clarification - DB Contingency Item 299.005: Based on the preliminary nature of the 30% design, and probability of unknown underground infrastructure within the Tres Rios site, we have identified this contingency to cover any scope adjustments/requirements that may be ancillary to the pipeline installations. Billings to this item will not occur without prior approval from PCRWRD and the amount unused during construction will be returned as a credit to PCRWRD.
77	Clarification - DB Contingency Item 299.006: Based on the preliminary nature of the 30% design, and unknown temporary flow management/bypass pumping required to make the new connection at the Tres Rios site, we have identified this contingency to cover any scope adjustments/requirements that may be ancillary to the pipeline installations. Billings to this item will not occur without prior approval from PCRWRD and the amount unused during construction will be returned as a credit to PCRWRD.
78	Clarification - DB Contingency Item 299.007: Per previous direction from PCRWRD, we have established a generic unit cost for new drainage culverts at the PC Tire recycling facility. Actual materials/quantities/costs will be refined as the design details are provided by PCRWRD/PDEQ. Billings to this item will not occur without prior approval from PCRWRD and the amount unused during construction will be returned as a credit to PCRWRD.
79	Clarification - DB Contingency Item 299.008: Based on the preliminary nature of the 30% design, and highly developed linear park amenities along the Chuck Huckelberry Loop between Cortaro Road and Ina Road, we have identified this contingency to cover any scope adjustments/surface restoration requirements that may be ancillary to the pipeline installations. Billings to this item will not occur without prior approval from PCRWRD and the amount unused during construction will be returned as a credit to PCRWRD.



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
80	Clarification - DB Contingency Item 299.009: Based on the preliminary nature of the 30% design, and uncertainty with the requirement of maintaining bicycle and pedestrian traffic along the existing Chuck Huckelberry Loop (during construction), we have identified this contingency to cover any scope adjustments/requirements to temporarily detour/reroute shared-use path users. Billings to this item will not occur without prior approval from PCRWRD and the amount unused during construction will be returned as a credit to PCRWRD.
81	Clarification - DB Contingency Item 299.010: Based on the preliminary nature of the 30% design, and unknown impacts to the various specialty signage, plaques, and information elements incorporated into the Chuck Huckelberry Loop, we have identified this contingency to cover any scope adjustments/requirements to temporarily remove/replace custom signage. Billings to this item will not occur without prior approval from PCRWRD and the amount unused during construction will be returned as a credit to PCRWRD.
82	Clarification - DB Contingency Item 299.011: Based on the preliminary nature of the 30% design, and highly developed area between the Town of Marana's Crossroads Park and the Chuck Huckelberry Loop (between Cortaro Road and Ina Road), we have identified this contingency to cover any scope adjustments/surface restoration requirements that may be ancillary to the pipeline installations. Billings to this item will not occur without prior approval from PCRWRD and the amount unused during construction will be returned as a credit to PCRWRD.
83	Clarification - DB Contingency Item 299.012: Based on the preliminary nature of the 30% design, and anticipated disturbances to existing plants/trees north of Cortaro Road, we have identified this contingency to cover any scope adjustments/plant replacement requirements that may be ancillary to the pipeline installations. Billings to this item will not occur without prior approval from PCRWRD and the amount unused during construction will be returned as a credit to PCRWRD.
84	Clarification - DB Contingency Item 299.012: Based on the preliminary nature of the 30% design, and the potential impact to the existing masonry wall at the Springs at Continental Ranch Apartment Complex (north of Cortaro Road), we have identified this contingency to cover any scope adjustments/wall replacement requirements that may be ancillary to the pipeline installations. Billings to this item will not occur without prior approval from PCRWRD and the amount unused during construction will be returned as a credit to PCRWRD.
85	Clarification - Item 900.100: Per Article 5 of Appendix F of the contract, an Owner's (COUNTY) Contingency is a sum of money in the Contract but not included in the GMP that may be used at the discretion of COUNTY to cover any increases in Project costs that result from COUNTY directed changes, changed site conditions, or additional costs of Allowance Items the cost of which exceeds the Allowance therefor. County's Contingency will be added to the GMP amount provided by Design-Builder, the sum of which will be the full Contract price for construction. Markups for Construction Fee, taxes, and overhead will be applied by Design-Builder at the time that County's Contingency is used. Based on the preliminary nature of the 30% design, an overall Owner's Contingency of 6.58% (relative to total DB GMP amount) was established for potential items of remaining/unknown risk that could not be reasonably identified at the time the cost model was prepared. The amount of COUNTY Contingency that is unused during construction will be returned as a credit to PCRWRD.
86	Clarification - DB Contingency Item 900.001: Based on the preliminary nature of the 30% design, a generic unforeseen conditions contingency amount of 2.43% (relative to direct cost construction) was established for the discretion of COUNTY to cover any increases in Project costs that result from COUNTY directed changes, changed site conditions, or additional costs that could not be reasonably identified at the time GMP#1 was prepared.



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
87	Clarification - DB Contingency Item 900.002: Based on the preliminary nature of the 30% design, and uncertainty around impacts to the existing Chuck Huckelberry Loop asphalt shared-use path, a COUNTY contingency budget was identified to cover any increases in Project costs that result from a requirement to pave and remove a temporary and modest asphalt path (2" AC on native subgrade) along the west bank of the Santa Cruz River (north of Cortaro) in order to maintain pedestrian/bicycle traffic during construction
88	Clarification - DB Contingency Item 900.003: Based on the preliminary nature of the 30% design, and uncertainty around impacts to the existing Chuck Huckelberry Loop asphalt shared-use path, a COUNTY contingency budget was identified to cover any increases in Project costs that result from a requirement to remove and replace the permanent asphalt path along the west bank of the Santa Cruz River (north of Cortaro and in addition to the patching areas identified in the scope of work).
89	- not used -
90	Assumption - We have assumed all new manholes within Tres Rios will be precast polymer concrete.
91	Assumption - We have assumed all new concrete will be 3000 psi.
92	Assumption - We have assumed all new gravity sewer lines within Tres Rios will be fiberglass reinforced polymer pipe to match the existing system product types. As needed/preferred, we can also evaluate the use of PVC pipe products.
93	Assumption - We've assumed a 2-year bond will be required for the project.
94	Assumption - Use of native material for all pipeline backfill, above shading, and below ABC/AC is acceptable (i.e., slurry backfill has been specifically <u>excluded</u> from GMP#1 cost considerations) – If slurry becomes a backfill requirement (by PCRWRD or third-party), specific locations and limits will need to be identified for accurate accounting of cost and schedule impacts.
95	Assumption - We have assumed hydrostatic pressure testing of each new HDPE pipe run will occur over sections no longer than 1-mile in length. Performing the pressure tests in sections will provide more feasible testing procedures/operations and allow for the advancement of surface restorations while remaining pipe sections are installed. The location where each testing section is coupled back together will include flanged/bolted connections that are carefully documented and visually inspected upon project completion - we are <u>NOT</u> anticipating a pressure test for the full pipeline length.
96	- not used -
97	Exclusion - Based on previous HDPE projects with PCRWRD Field Engineering, we have specifically excluded the cost/effort required to mandrel the new HDPE pipe lines as it represents a major risk to pipeline damage. There is no practical way to ensure the mule tape and/or mandrel can pulled without potentially damaging the interior of the pipe line (friction of pull + interior fusing beads). Instead of mandrelling, we have anticipated the use of pressurized pigging to confirm uniformity of installed pipe shape.
98	Exclusion - The design effort up leading up to the preliminary 30% plans has initially indicated that a USACE 404 non-notifying Nationwide Permit (NWP) will suffice for the project. At the SCR, a horizontal directional drill eliminates the need for a notifying NWP. All tributary wash crossings will be open cut without any special cost/schedule requirements of an individual 404 permit and we have therefore specifically <u>excluded</u> the cost for any specialty trenchless construction methods/techniques cross existing washes/drainageways. Any regulatory/permitting requirement changes to the open cut approach will require adjustments to the included construction scheduling and costs.



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
99	Exclusion - The assumed dual force main alignment crosses numerous existing utilities owned/operated by third-parties (including, but not limited to, Tucson Electric Power (TEP), Century Link (CTL), Southwest Gas (SWG), Cortaro-Marana Irrigation District (CMID), Marana Water, etc.). Unless specifically noted in the plans/GMP#1, it is anticipated that potential conflicts with these existing utilities will be resolved with the assumed horizontal alignment and/or vertical profile to be detailed in the final sealed/approved/permitted plans and specifications. As such, we have excluded the costs of third-party utility conflict resolutions in this GMP#1. If future conflicts are discovered and/or require resolution, specific line item budgets will be created by and reconciled within the GMP#1 contingencies.
100	Exclusion - No budget has been included to address NPPO scope/mitigation. It is understood any/all NPPO costs will be handled outside the construction contract.
101	Exclusion - No budget has been included to address USACE 404/408 permitting fees. It is understood any/all 404/408 permitting costs will be handled outside the construction contract.
102	Exclusion - No budget has been included to address PCRFGD Riparian Area mitigation fees. It is understood any/all in-lieu fees or other mitigation costs will be handled outside the construction contract.
103	Exclusion - Other than Item 200.201 (erosion protection cap) <u>NO</u> stabilized surfaces are included within the project construction. Operations and Maintenance access to the new force main will be provided from existing roadways and pathways.
104	Exclusion - The 30% plans call for removal of an existing/abandoned 3" force main near the north end of the project. Based on our anticipated alignment shift to the east side of the CHL shared-use path, we will no longer be trenching near the existing/abandoned 3" force main. As such, all costs for removing the existing/abandoned 3" force main have been specifically excluded within GMP#1.
105	Exclusion - The 30% plans call for removing/relocating an existing TEP OHE pole. Based on our anticipated alignment shift to the east side of the CHL shared-use path, we will no longer be trenching near the existing TEP OHE pole. As such, all costs for removing/relocating an existing TEP OHE pole have been specifically excluded within GMP#1.
106	Exclusion - The 30% plans call for supporting the existing storm drain on sheet 33. Based on our anticipated alignment shift, we will no longer be trenching near the existing storm drain. As such, all costs for supporting have been specifically excluded within GMP#1.
107	Exclusion - We have not included any considerations for removing/replacing existing soil cement bank protection that <u>parallels</u> the proposed force main trench. It is assumed that the trench alignment can be shifted enough to avoid the existing soil cement bank protection that parallels the proposed pipelines. Locations of the alignment that cross existing soil cement bank protection will be addressed with Item 203.100.

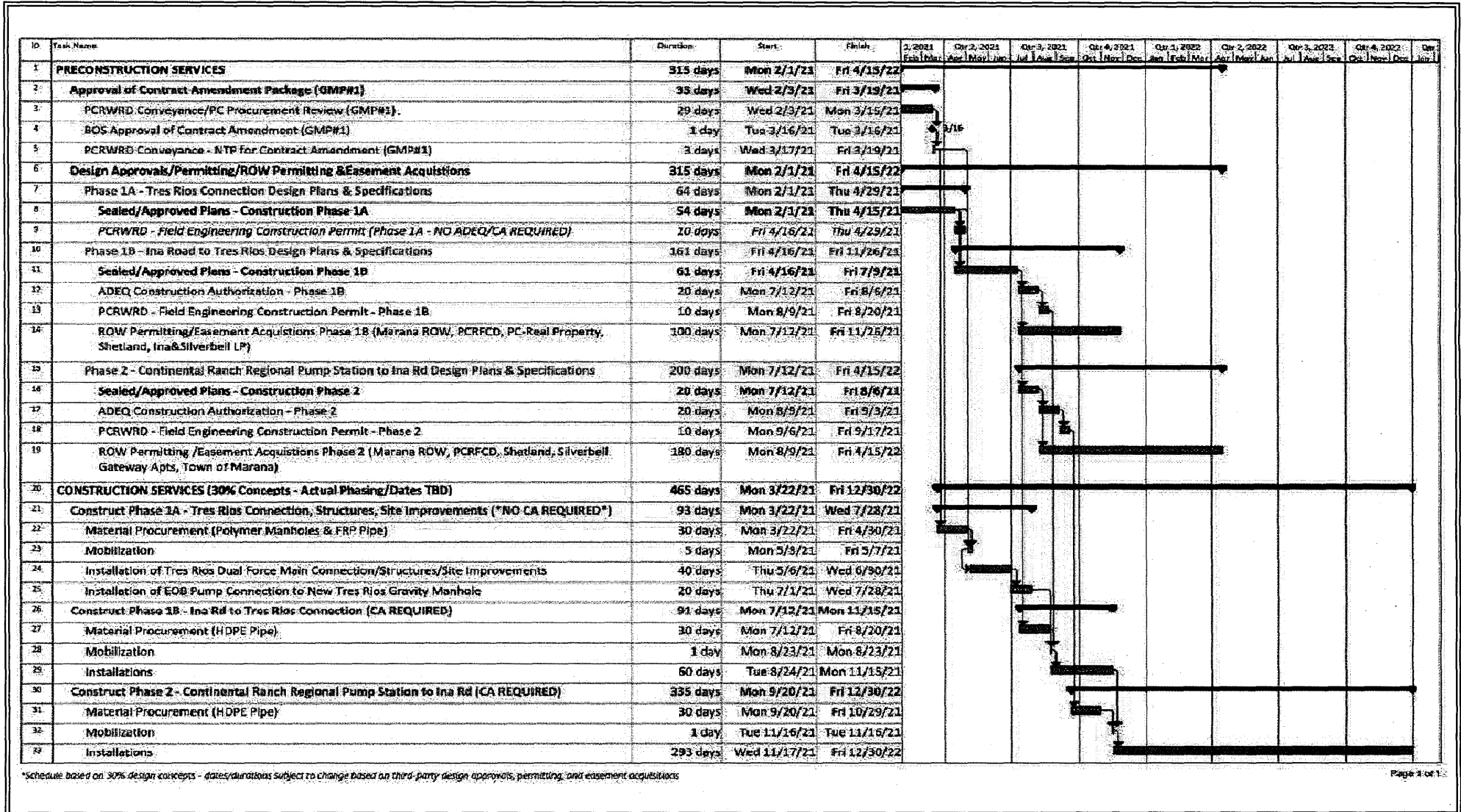


DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #4 - ANTICIPATED CONSTRUCTION SCHEDULE

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021





DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #5 - CASH-FLOW FORECAST

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

Estimated Monthly Cash-Flow Forecast* (\$,000s)																						
Major Work Areas	Fiscal Year:	FY20-21 Work			FY21-22 Work												FY22-23 Work					
	Work Performed:	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
	To be Invoiced:	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23
Phase 1A: Tres Rios Connection		43	524	800																		
Phase 1B: Ina Road to Tres Rios					1112	1087	1992	2053	1282													
Phase 2: CRR Pump Sta. to Ina Road										757	679	673	959	940	1692	949	711	1562	539	549	1083	512
DB Contingency		3	42	65	90	88	161	166	103	61	55	54	77	76	136	77	57	126	43	44	87	41
Other indirect costs (GC's, fees, taxes, etc.)		13	157	240	333	326	598	616	384	227	204	202	288	282	507	285	213	468	162	165	325	154
--																						
Monthly Subtotals		59	724	1104	1535	1500	2751	2834	1769	1045	937	929	1324	1298	2335	1310	981	2156	744	758	1495	707
FY Subtotals		\$1,888,003.07			\$19,568,745.39												\$6,841,663.70					
Project Total***		\$28,298,412.16																				
*Estimated amounts reflect anticipated installations/work completed by months end																						
**Forecast assumes NTP to order Materials for Phase 1A on/before March 19, 2021.																						
***Forecast Total does NOT include unencumbered Owners Contingency amount of: \$1,813,240.93																						



DESIGN-BUILD (DB) - CONSTRUCTION SERVICES

ATTACHMENT #6 - ANTICIPATED SUBCONTRACTOR PARTICIPATION

GMP#1 - CONSTRUCTION OF DUAL FORCE MAIN SEWER SYSTEM

Updated: February 12, 2021

LIST OF ANTICIPATED SUBCONTRACTOR PARTICIPATION (30% PLANS)						
	Scope of Work:	Subcontractor	Selection Based on:	Anticipated Subcontractor Participation		
				SBE Status? (YES/NO)	Estimated Subcontract Value (\$)	Estimated Participation (%)
1	Horizontal Direction Drill	TBD	Quals and Price	NO	\$ 3,272,635.00	11.56%
2	Bypass Pumping	TBD	Quals and Price	NO	\$ 294,025.00	1.04%
3	Cement Stabilized Surface	TBD	Quals and Price	NO	\$ 255,465.00	0.90%
4	QA/QC Testing	Ninyo & Moore*	Quals	NO	\$ 207,472.00	0.73%
5	Post Design Engineering	WestLand Resources*	Quals	NO	\$ 195,800.00	0.69%
6	Hydroseeding	TBD	Quals and Price	NO	\$ 165,300.00	0.58%
7	Construction Survey	WestLand Resources*	Quals	NO	\$ 105,588.00	0.37%
8	Fencing	TBD	Quals and Price	NO	\$ 94,197.00	0.33%
9	Public Relations	Kaneen Comm.*	Quals	YES	\$ 83,775.00	0.30%
10	Post & Cable	TBD	Quals and Price	NO	\$ 23,870.00	0.08%
11	Striping	TBD	Quals and Price	NO	\$ 18,800.00	0.07%
12	Handrail	TBD	Quals and Price	NO	\$ 15,950.00	0.06%
13	Piezometer Removals	Ninyo & Moore*	Quals	NO	\$ 12,500.00	0.04%
14	Anticipated Subcontractor Total Value (M, L, E)				\$ 4,745,377.00	16.77%
15	Anticipated Self-Performance Total Value (M, L, E)				\$23,553,035.16	83.23%

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

ANTICIPATED SBE GOAL SUMMARY			
BORDERLAND GMP#1 AMOUNT	=	\$28,298,412.16	
PIMA COUNTY SBE PARTICIPATION GOAL - GMP#1 (%)	=	0.00%	
PIMA COUNTY SBE PARTICIPATION GOAL - GMP#1 (\$)	=	\$0.00	
Anticipated SBE Participation Total	=	\$83,775.00	
Anticipated SBE Participation Total (%)	=	0.30%	
SBE Participation Goal Anticipated to be Met (Yes/No)	=	YES	

ATTACHMENT 5

Bond No. 107347448

ARIZONA STATUTORY PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:

Borderland Construction Company, Inc.

(hereinafter "Principal"), as Principal, and Travelers Casualty and Surety Company of America
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Connecticut
with its principal office in the City of Hartford, CT,
holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance
pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona
(hereinafter "Obligee") in the amount of * \$30,111,653.09, for the payment whereof, Principal and
Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
[CONTRACT AWARD DATE] for:

Contract No CT-WW-20-272
SFQ No. SFQ-PO-2000008 – Design Build Services For:
Continental Ranch Regional Pump Station Force Main Augmentation (3CFS15)


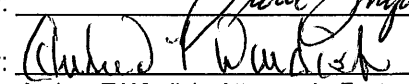
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

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

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

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

Witness our hands this 24th day of February, 2021

Borderland Construction Company, Inc. By:  Principal
Travelers Casualty and Surety Company of America By: 
Surety Andrea T Windish, Attorney-In-Fact

* Thirty Million One Hundred Eleven Thousand Six Hundred Fifty Three and 09/100 Dollars

ATTACHMENT 5
ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

Bond No. 107347448

KNOW ALL MEN BY THESE PRESENTS THAT:

Borderland Construction Company, Inc.

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

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Connecticut, with its principal office in the City of Hartford, CT, holding a certificate of authority to transact surety business in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County (hereinafter "Obligee") in the amount of *\$30,111,653.09, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the, **[CONTRACT AWARD DATE]** for:

Contract No CT-WW-20-272
SFQ No. SFQ-PO-2000008 – Design Build Services For:
Continental Ranch Regional Pump Station Force Main Augmentation (3CFS15)

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

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

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

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

Witness our hands this 24th day of February, 2021.

Borderland Construction Company, Inc.

By: _____

Principal

Travelers Casualty and Surety Company of America

By: _____

Surety

Andrea T Windish, Attorney-In-Fact

* Thirty Million One Hundred Eleven Thousand Six Hundred Fifty Three and 09/100 Dollars



**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 **Andrea T Windish** of **TEMPE**

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
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
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 **24th** day of **February**, **2021**



Kevin E. Hughes
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.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02-19-2021

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 have ADDITIONAL INSURED provisions or 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 Carstin Insurance Partners, LLC 20 E. White Mountain Blvd #A5 301 Lakeside AZ 85929		CONTACT NAME: Steve Carvajal PHONE (A/C, No, Ext): 480-659-4927 FAX (A/C, No): 480-659-4315 E-MAIL ADDRESS: SteveC@carstin.com	
INSURED Borderland Construction Company, Inc. 400 E. 38th St. Tucson AZ		INSURER(S) AFFORDING COVERAGE	
License#: 8590477 BORDCON-01		INSURER A: Allied World National Assurance	NAIC # 10690
		INSURER B: Travelers Indemnity Company	25666
		INSURER C: Travelers Property & Casualty	36161
		INSURER D: Westchester Surplus Lines Insu	10172
		INSURER E: Allied World Assurance Company	19489
		INSURER F: Indian Harbor Insurance Company	36940

COVERAGES

CERTIFICATE NUMBER: 291411167

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	AWAC 6004-0078	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	VTC2K-CAP-3K990386-IND-20	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			AWAC 0309-8309	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$
C	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/A	UB-3R234190-20-25-D	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <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
D	Pollution Liability			G71193317 001	12/22/2019	11/1/2021	3,000,000 As Per Schedule
F	Professional Liability	N	Y	QT-630-3R068632-TIL-20 PEC0056300	11/1/2020 03/04/2020	11/1/2021 04/07/2022	6,000,000 \$2,000,000/\$2,000,000
C	Builders Risk/Installation Fltr			QT-660-1R574834-TIL-21	03-01-21	12-30-22	\$32,662,758.00 \$32,661,758

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pima County its departments, districts, boards, commissions, officers, officials, agents, and employees, the Regional Transit Authority, and any/all others as their interest may appear, as regards the General, Automobile, and Umbrella liability policies are added as additional insureds when required by written contract. See notes for additional information regarding specific endorsements. Waiver of subrogation in favor of Pima County its departments, districts, boards, commissions, officers, officials, agents, and employees, the Regional Transit Authority, 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. Coverage is primary and non-contributory over any other valid and collectable insurance carried by Pima County. Pima County is a Loss Payee as regards the Builders Risk policy.
Project: Design-Build for - Continental Ranch Regional Pump Station/Force Main Augmentation (3CFS15)

CERTIFICATE HOLDER

CANCELLATION

Pima County Procurement 130 W. Congress 3rd Floor Tucson AZ 85701 USA	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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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 Pima County and its officers, officials and employees are named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor	Any and all projects performed by, or on behalf of, the insured for the certificate holder.
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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required by Written Contract Pima County and its officers, officials and employees are named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor	Any and all projects performed by, or on behalf of, the insured for the certificate holder.

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

Name Of Person Or Organization: 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. Including Pima County, and its officers, officials, and employees for losses arising from Work performed by or on behalf of the Contractor.

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.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB-3R234190-20-25-D

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Any person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

Pima County Procurement

DESIGNATED ORGANIZATION:

Any person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

DATE OF ISSUE: 10/16/2020
- -

ST ASSIGN:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".
2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL EFFECTS K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name

as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph e. in Paragraph B.7., **Policy Term, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent 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.

- (1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
 - (a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
 - (b) Neither you nor any other involved "insured" will make any settlement without our consent.
 - (c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
 - (d) We will reimburse the "insured":
 - (i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**;
 - (ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.
- (3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its

territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

~~We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract.~~ The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.