Standard Form of Agreement Between Owner and Design-Builder – Lump Sum Not-to-Exceed Price

Document No. 530
Third Edition, 2024

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Standard Form of Agreement Between Owner and Design-Builder – Not-to-Exceed Price

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the21st_ day of July_in the year of 2026, by and between the following parties, for services in connection with the Project identified below:

OWNER:
(Name and address)

City of Sanger
502 Elm Street
Sanger, Texas 76266

DESIGN-BUILDER:
(Name and address)

CORE Construction Services of Texas, Inc.
6320 Research Road
Frisco, Texas 75033

PROJECT:
(Include Project name and location as it will appear in the Contract Documents)

Fire Station 670 Renovation

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract");

2.1.2 The Not-to Exceed Proposal accepted by Owner;

2.1.3 This Agreement, including all exhibits (list, for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the NOT-TO-EXCEED Exhibit;

2.1.4 The General Conditions of Contract;

2.1.5 The Cooperative Council of Governments / Equalis Group Alternative Procurement Delivery Methods for General Contracting Services Master Agreement, Contract No. COG-2132A ("Master Agreement"). The Master Agreement permits a separate supplemental agreement or customer agreement between the participating public entity and CORE for project-specific terms; and

2.1.6 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement (and again, if applicable, at the time of acceptance of the NOT-TO-EXCEED Proposal by Owner), shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement or, if applicable, prior to Owner's acceptance of the NOT-TO-EXCEED Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or if applicable, after Owner's acceptance of the NOT-TO-EXCEED Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All paid for drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

> **4.3.1** Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, to the extent authorized by law, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product. Design-Builder shall be defended pursuant to this Section 4.5 by counsel of Design-Builder's choosing.

Article 5

Contract Time

5.1.1 Date of Design and Preconstruction Services Commencement. Unless the parties mutually agree otherwise in writing, the Work shall commence within one (1) business day of Design-Builder's receipt of the latter of the following:

1. Fully executed Agreement.
2. Design-Builder's receipt of Owner's Notice to Proceed with Design and Preconstruction Services.

5.1.2 Date of Construction Phase Commencement. The Date of Commencement shall be ten (10) days after Design-Builder's receipt of the latter of the following:

1. Reasonable evidence of funding satisfactory to Design-Builder.
2. Issuance of Site Permit, Building Permit, and any other permits required to commence the Work and maintain unhindered progress.
3. Design-Builder's receipt of Owner's Notice to Proceed with the Construction Phase Services.
4. Unhindered access to property, including any off-site Work.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than Five Hundred Forty-Eight (548) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as set forth in the Exhibit B – Milestone Schedule

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date as set forth in the Project Schedule exhibit to the Agreement, Owner will suffer damages which are difficult to determine and accurately specify. Accordingly, instead of requiring any such proof, Owner and Design-Builder agree that as liquidated damages for delay (but not as a penalty), Design-Builder shall pay Owner **Two Hundred Fifty and No/100 Dollars ($250.00)** as liquidated damages for each day that Substantial Completion extends beyond the Substantial Completion Date.

5.5 Parties explicitly agree these liquidated damages are reasonable estimate of the potential actual damages and any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).

5.6 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract**.**

5.7 **Owner's Review Time.** The parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

5.7.1 Owner shall have a minimum of 30 days of receipt by Owner to review all Design Submissions, the Project Schedule and any updates thereto.

5.7.2 Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule and any updates thereto within 30 days of receipt by Owner.

Article 6

Contract Price

6.1 **Contract Price.**

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builders NOT-TO-EXCEED amount as established in Section 6.2 hereof and any adjustments made in accordance with the General Conditions of Contract.

6.1.2 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis:

6.2 **Design-Phase Fee.**

6.2.1 Design Phase Fee shall be:

The Owner shall pay the Design-Builder a lump sum Fee up to the amount of Four Hundred Eighty-Eight Thousand and No/100 Dollars ($488,000.00). Design-Builder agrees that only a portion of the Design Phase Fee, in the amount of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) will be paid during the current fiscal year and the remaining balance to be paid during the 2027 fiscal year.

6.3 **Construction-Phase Fee.**

6.3.1 Construction Management Fee:
The Owner shall pay the Design-Builder a lump sum Construction Management Services Fee for the Construction Phase portion of Work equal to Four Million Seven Hundred Twelve Thousand and No/100 Dollars ($4,712,000.00)

6.3.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

6.3.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that no increase shall be due unless approved by Owner in writing through a Change Order.

6.3.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, Design-Builder's Fee shall not be reduced.

6.6 The NOT-TO-EXCEED Price ("NTE").

6.6.1 NTE has been Established Upon Execution of this Agreement

6.6.2 Savings.

6.6.2.1 If the sum of the NTE is less than the NOT-TO-EXCEED price, as such NOT-TO-EXCEED may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

Fifty percent (50%) to Design-Builder and Fifty percent (50 %) to Owner.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the twenty-fifth (25th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 Retainage on Progress Payments.

7.2.1 ☒ Owner will retain Five percent (5%) from Design-Builder's Applications for Payment pursuant to applicable state law.

7.2.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of Four percent (4.0 %) per month until paid.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Substantial Completion, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Substantial Completion. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions of Contract, and the parties have agreed to a payment to Design-Builder in the case of such termination of convenience, Owner shall pay Design-Builder for the following in addition to the amount set forth in Section 11.6.1 of the General Conditions of Contract:

8.1.1 Overhead and profit in the amount of fifteen percent (15%) on the sum of items set forth in Section 11.6.1 of the General Conditions of Contract.

8.2 In addition to the amounts set forth in Section 8.1 above and Section 11.6.1 of the General Conditions of Contract, Design-Builder shall be entitled to receive one of the following if the parties agree to an additional payment:

8.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid One percent (1.0%) of the remaining balance of the Contract Price.

8.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid Five percent (5.0%) of the remaining balance of the Contract Price.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

David Pennington, Fire Chief
200 Elm Street
Sanger, Texas 76266

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

David Pennington, Fire Chief
200 Elm Street
Sanger, Texas 76266

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Dave Wilson, National Director of Job Order Contracting
CORE Construction Services of Texas, Inc.
6320 Research Road
Frisco, Texas 75033

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Sam Evans, Project Engineer
CORE Construction Services of Texas, Inc.
6320 Research Road
Frisco, Texas 75033

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.
[Check one box only. If no box is checked, then no bond is required.]

☒ Required ☐ Not Required

Payment Bond.
[Check one box only. If no box is checked, then no bond is required.]

☒ Required ☐ Not Required

Other Performance Security.
[Check one box only. If no box is checked, then no other performance security is required. If the "Required" box is checked, identify below the specific performance security that is being required and all salient commercial terms associated with that security.]

☐ Required ☒ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

11.1.1 The following Exhibits are made as part of this Agreement:

Exhibit A	Design-Builders Proposal dated April 2, 2026
Exhibit B	Milestone Schedule
Exhibit C	Design-Builders Insurance and Bond Requirements
Exhibit D	The Master Contract Agreement, Contract No. COG-2132A

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

City of Sanger
(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date:

DESIGN-BUILDER:

CORE Construction Services of Texas, Inc.
(Name of Design-Builder)

DocuSigned by:
David Wilson
ACD50D50022E4BD...
(Signature)

David Wilson
(Printed Name)

National Director of JOC
(Title)

Date: 7/23/2026 | 5:49 AM PDT

Standard Form of General Conditions of Contract Between Owner and Design-Builder

Document No. 535
Third Edition, 2022

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Article 1

General

1.1 Mutual Obligations.

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions.

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Not-to-Exceed Price* (2024 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Not-to-Exceed Price* and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of Design-Builder, Design Consultant, and key Subcontractors identified by Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of Design Consultant but is retained by Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Design Submission* means any and all documents, shop drawings, electronic information, including computer programs and computer-generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, Design-Builder.

1.2.8 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.9 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, that render performance impracticable or commercially unreasonable, including but not necessarily limited to the events of war, floods, labor disputes, earthquakes, government actions (newly imposed increased tariffs, duties, trade restrictions, or other governmental regulations), epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.10 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition).

1.2.11 Reserved.

1.2.12 *Not-to-Exceed Proposal* or *Proposal* means that proposal developed by Design-Builder in accordance with Section 6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder, Not-to-Exceed* Price*.*

1.2.13 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.14 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.15 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.16 *Site* is the land or premises on which the Project is located.

1.2.17 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.18 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.19 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.20 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Unless the parties agree on a different time period for submission of a status report, Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the *Standard Form of Agreement Between Owner and Design-Builder – Not-to-Exceed Price*; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim Design Submissions that Owner may wish to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

2.4.1.1 Design Submissions shall be consistent with the Owner's Project Criteria as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4.1. By submitting Design Submissions, Design-Builder represents to the Owner that the Work depicted and otherwise shown, contained, or reflected in Design Submissions may be constructed in compliance with the then current Contract Price and Contract Time. Notwithstanding the above, Design-Builder may propose Design Submissions that may alter the Basis of Design Documents, the Contract Price and/or Contract Time; however, Design-Builder must provide notice thereof in accordance with Article 10 of the General Conditions and obtain a Change Order before such proposed Design Submissions are incorporated into the Construction Documents.

2.4.1.2 On or about the time of the Design Submissions, Design-Builder and Owner shall meet and confer about the Design Submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim Design Submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.1.3 Owner shall review and respond to Design Submissions, providing any comments and/or concerns about the Design Submissions. Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. Design-Builder shall revise the Design Submissions (and any other deliverables) in response to Owner's comments and incorporate said responses into the next submission of Design Submissions.

2.4.1.4 If incorporation of Owner's comments results in a design that is inconsistent with or otherwise gives rise to a change in Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or the Contract Time, Design-Builder shall provide notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents, the Contract Price and/or the Contract Time, including those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim Design Submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim Design Submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Design-Builder shall provide Owner with sufficient time pursuant to 5.7 of the DBIA Document No. 530, Standard Form of Agreement (2024 Edition) in the Project Schedule to review and approve the Design Submissions.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, taxes, tariffs, and/or revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Design-Builder shall assist Owner with obtaining and Owner shall pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control and the time and/or cost of performance by Design-Builder is affected, the Contract Price and/or Contract Time(s) shall be adjusted to the extent Owner's other work impacts Design-Builder's cost and/or time of performance.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, shall report to the Design-Builder's field office and sign in before entering the Project Site; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship, for a period of one (1) year from Substantial Completion. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim Design Submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners and all government entities that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 Prior to commencement of the Work, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. The Design-Builder shall have no obligation to commence the Work until the Owner provides such evidence. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Following commencement of the Work and upon written request by the Design-Builder, the Owner shall furnish to the Design-Builder reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Design-Builder as the Contract Documents require; (2) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially increasing the Contract Price by five percent (5%) or more. If the Owner fails to provide such evidence, as required, within fourteen (14) days of the Design-Builder's request, the Design-Builder may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Price under (3) above, the Design-Builder may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 3.3.2, the Contract Time shall be extended appropriately, and the Contract Price shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

3.3.3 After the Owner furnishes evidence of financial arrangements under this Section 3.3, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

3.3.4 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Design-Builder shall assist Owner with obtaining and Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the project.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include, but not necessarily limited to, Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Property Insurance.

5.3.1 Design-Builder shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Design-Builder shall be the broadest coverage commercially available and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, wind, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. Design-Builder is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Reserved.

5.3.3 Prior to Design-Builder commencing any Work, Design-Builder shall provide Owner with certificates evidencing that (i) all Design-Builder's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until a written notice of Substantial Completion has been provided by the Owner; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Owner. Design-Builder's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Design-Builder shall provide Owner with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 **Waivers of Subrogation.** The Owner and Design-Builder waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Design Consultant(s), Design Consultant's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 5.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the Design Consultant(s), Design Consultant's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be submitted on a per job basis and in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first application for payment. Owner and Design-Builder shall timely resolve any differences so as not to delay Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractors, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents and applicable law, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement or as provided by applicable law.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Provided Owner has made payment as required hereunder, Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining items of Work that have to be completed before final payment; (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment; and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above; (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project; and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that, upon receipt of payment, there will be no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.3 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests; (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion; and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the punch list if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, to the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, to the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Except as set forth in Section 7.4.2 below, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness, or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.3 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligations set forth in Sections 7.4.1 and 7.4.2 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone employed directly or indirectly by any of them or to anyone for whose acts any of them may be liable.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the

Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed on the critical path in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include, but are not necessarily limited to, acts or omissions of Owner or anyone under Owner's control (including separate contractors), disruptions in labor or materials resulting from a health crisis regardless of whether epidemic, pandemic or isolated to areas from which such labor and materials are supplied changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events. Any time gained by the Design-Builder on the Project Schedule shall not be offset against any delays as described herein.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed; and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services; and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. The claimant shall provide more complete information with respect to the claim as soon as reasonably practicable. The more complete information shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Representatives of the parties with authority to resolve the dispute shall be present at any mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise. In order to preserve the quality of the proceedings, unless it is agreed to otherwise by the parties, the Arbitrator(s) selected shall have Construction Litigation experience of at least fifteen (15) years.

10.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy; or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. The prevailing party, if any, shall be determined by the applicable binding dispute tribunal.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations for undisputed amounts to Design-Builder as well as any further amounts pursuant to Section 9.4.3, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSSES OF USE, PROFITS, BUSINESS, INCREASED FINANCING COSTS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the re-procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.6 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 11.6 hereof.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

11.6 Termination for Convenience.

11.6.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

11.6.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

11.6.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

11.6.1.3 The amount set forth in Article 8 of the Agreement.

11.6.2 If Owner terminates this Agreement pursuant to Section 11.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 of the Agreement. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4 of the Agreement.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the location of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement; (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient; or (iv) by electronic mail, to a correct email address and shall be deemed received on the date of delivery.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

Exhibit A
Design-Builders Proposal

6320 Research Rd.
Frisco, TX 75033

T 972.668.9340

Design-Builders
Not-To-Exceed Proposal

Date: April 20th, 2026

Owner: City of Sanger

Project: 26-04-021 – City of Sanger – Fire Station 670 Renovation

Procurement: Equalis APDM COG-2132A

CORE Construction Services of Texas, Inc. is pleased to submit this revised proposal and budget clarification for the City of Sanger Fire Station 670 Renovation Project under the Equalis APDM cooperative contract vehicle, COG-2132A.

This revised proposal is structured to align with the City's current funding plan and to clearly separate the professional services funding between fiscal years.

Professional Services
FY 2026 Not to Exceed – $250,000.00
FY 2027 Not to Exceed – $238,000.00
Total Professional Services Not to Exceed - $488,000.00

Construction Services
Not to Exceed – $4,712,000.00

Total Project Not to Exceed – $5,200,000.00

For clarity, only $250,000 in professional services is proposed for authorization in FY 2026. The remaining $238,000 in professional services would be funded in FY 2027. The construction services amount is shown separately as a future-phase not to exceed budget component within the total project cap of $5,200,000.00 and is not intended to indicate expenditure of those funds during the current fiscal year.

The professional services scope includes full architectural and engineering services necessary to advance the project from preliminary design through construction administration, as further described in this proposal. Construction services would be performed in accordance with the plans and specifications developed during the professional services phase and authorized by the City at the appropriate time.

We appreciate the opportunity to work with the City of Sanger on this project and hope this revised format provides the budget clarity needed for Finance, Legal, and City Council review. Please do not hesitate to contact me with any questions.

Respectfully submitted,

Sam Evans

Sam Evans
CORE Construction Services of Texas, Inc.

Contingency

CORE has included a Design Contingency of $20,000 to be used as needed upon approval from the City of Sanger.

Schedule

- Start Date: July 20th, 2026
- Major Milestones:
    - Design Meetings
        - Bi-weekly meetings with Owner from Programming through Construction Documents
    - Programming (Beginning with kickoff meeting after Design Notice-to-Proceed)
        - One (1) Week
    - Schematic Design
        - 100% Schematic Design – 4 Weeks
        - Owner Review and Cost Estimating – 1 Week
    - Design Development
        - 100% Design Development – 4 Weeks
        - Owner Review and Cost Estimating – 2 Weeks
    - Construction Documents
        - 50% Construction Documents – 4 Weeks
        - Owner Review and Cost Estimating – 2 Weeks
        - 100% Construction Documents – 5 Weeks
    - Permit Plan Review & Sub-Contractor Bidding
        - Submit to City and any other Authority Having Jurisdiction for Permit Plan Review.
        - Compile Issue for Construction Drawings and Specifications, incorporating bid-phase Addenda and City Comments from Permitting Process.
    - Commencement of Construction Administration (CA) Services
        - Upon approval of Construction Contract, Approval of Permit, and Contractor mobilization.
        - CA Services shall include responses to Sub-contractor RFIs, review of product submittals and shop drawings, and onsite field observations during construction.

Scope of Professional Services

Below, we have included a basic outline of the services provided during the preconstruction phase:

Our fee proposal is inclusive of full Architectural and Engineering Services necessary from preliminary design phase to construction administration services during construction. Within the scope of work, we will provide the following services:

Coordination and Review of the following Owner-Provided Scope:

- Construction Materials Testing
- Storm Shelter 3rd Party Peer Review (if required)
- Fire Station Alerting – Coordinate infrastructure rough-in with Fire Department's vendor.
- Building Commissioning (unless provided by Design Team as Supplemental Services).

Provide complete Architectural and Engineering Service Construction Drawings and Specifications to permit, bid and construct the programmed facility through the following disciplines and deliverables:

- Programming
- Project Meetings
    - Owner/Architect to coordinate meetings to discuss and program the project
    - Provide regular updates of progress
    - Provide Site Topographic Survey
- Schematic Design
- Project Meetings
    - Owner/Architect to coordinate meetings for Design Review
    - Provide regular updates of progress
    - Coordinate and Provide Geotechnical Soils Report

Design Development

- Project Meetings
    - Owner/Architect to coordinate meetings for Design Review
    - Provide regular updates of progress
- Sub-Consultant Coordination
    - CORE to work with MA who will coordinate with M/E/P, Technology, Structural, Civil, and Landscape and design sub-consultants to develop details for Design Development phase.
        - Proposed Consultants:
        - Civil Engineering: CEC Engineering
        - Surveying: CEC Engineering
        - Geotechnical Engineering: Raba Kistner
        - Landscape/Irrigation: Evergreen Design Group
        - Structural Engineering: Eikon
        - Mechanical Engineering: UEI Group
        - Plumbing Engineering: UEI Group
        - Electrical Engineering: UEI Group
        - Security/Technology Design: Howell Design Group
        - Interior Design: In-house by Martinez Architects

Construction Documents

- Project Meetings
    - Owner/Architect to coordinate meetings for Design Review.
    - Provide regular updates and progress of construction document completion.

- Landscaping and Irrigation
  - Provide Landscape Plan specifying the treatment of all exterior landscaping areas within the limits of the property boundary. Calculations conforming to the requirements of the authority having jurisdiction.
  - Design Irrigation Plan for a fully operational system. System shall be designed to conserve water and limit operational and maintenance costs.
- Topographical Survey
  - Design Team shall provide a topographical survey in AutoCAD format for the use of engineering and permitting.
- Domestic and Sanitary Utilities
  - Design Team shall coordinate design with existing utilities and provide design for any additional utility taps required.
- Electrical and Gas Utilities
  - Design Team shall coordinate design with existing dry utilities.
- Civil Construction Plans
  - Prepare a dimensioned site plan and prepare construction plans for the following:
    - Grading plan to establish finish floor elevations and to establish paving elevations on driveways and parking areas.
    - Identify storm water calculations for the preparation of construction plans for storm sewer design.
  - Prepare and issue final signed and sealed construction plans for permitting by Civil Engineer licensed by the State of Texas to Authorities having Jurisdiction.
- Building Structure
  - Design Team shall provide site plan, floor plan, elevations, building section, wall sections, interior elevations, schedules, and details.
  - Structural Plans to be provided by a licensed engineer and shall include foundation plans and details (as required for re-built or new addition areas). Structural components to support all components of building including collateral and lateral loads, dead loads, etc.
  - Prepare and issue final signed and sealed construction plans for permitting by Structural Engineer licensed by the State of Texas to Authorities having Jurisdiction.
- Building Systems
  - Design of systems within the facilities including Mechanical, Electrical, Plumbing, Security and Technology systems. Systems shall be coordinated and compatible with existing systems incorporated into city facilities.
  - Prepare and issue final signed and sealed construction plans for permitting by Engineer licensed by the State of Texas to Authorities Having Jurisdiction, including Comcheck reports for energy-code compliance.
- Permitting
  - Coordinate ADA/TAS review and inspection of the facility with the State of Texas.
  - Coordinate all permitting submission(s) as required with the Authority Having Jurisdiction (AHJ)
  - All permitting fees, if required, shall be reimbursed by the Owner.
  - Design shall comply with City's current adopted ICC Codes.

- Building Commissioning
  - Owner may desire independent commissioning of building systems beyond the contractual testing & balancing to be performed by the mechanical sub-contractor. If desired, architect will contract for these services as identified below, as supplemental service.
  - No LEED Green Building scope of services included.

Bidding

- Design-Build delivery method
- Respond to Contractor requests for information during bidding and issue addenda as required.

Potential Supplemental Services

- Building commissioning (Lighting and Mechanical)
- Storm Water Pollution Prevention Plan
- Platting

Professional Services Exclusions

- Building commissioning
- Storm Water Pollution Prevention Plan
- Amending plat
- Permitting fees, TDL&R registration and inspection fees
- Physical models or professional photography
- Project websites
- Additional site meetings

Scope of Construction Services

CORE will construct the project according to the plans and specifications generated during the Professional Services portion of the project.

Construction Services Exclusions

- Hazardous material abatement
- Costs associated with material testing and/or special inspections
- Costs associated with general building inspections
- Any Scope of Work not specified in the Plans or Specifications generated during the professional services portion of the project

CORE CONSTRUCTION

EXHIBIT B
MILESTONE SCHEDULE

City of Sanger - Fire Station 670 Renovation

ID		Task Name	Actual Start	Actual Finish	Actual Duration	Remaining Duration	DO NOT EDIT Start	DO NOT EDIT Finish	Total Slack
0		**26-04-021 - CoSanger - FS 670 Reno**	**NA**	**NA**	**0 d**	**510 d**	**Mon 7/20/26**	**Mon 7/17/28**	**0 d**
1		*Notice to Proceed/Design Start*	*NA*	*NA*	*0 d*	*0 d*	*Mon 7/20/26*	*Mon 7/20/26*	*0 d*
2		**Design**	**NA**	**NA**	**0 d**	**115 d**	**Mon 7/20/26**	**Thu 12/31/26**	**0 d**
3		Programming	NA	NA	0 d	5 d	Mon 7/20/26	Fri 7/24/26	0 d
4		Schematic Design	NA	NA	0 d	25 d	Mon 7/27/26	Fri 8/28/26	0 d
5		Design Development	NA	NA	0 d	30 d	Mon 8/31/26	Mon 10/12/26	0 d
6		Construction Documents	NA	NA	0 d	55 d	Tue 10/13/26	Thu 12/31/26	0 d
7		*Design Complete*	*NA*	*NA*	*0 d*	*0 d*	*Thu 12/31/26*	*Thu 12/31/26*	*0 d*
8		**Construction**	**NA**	**NA**	**0 d**	**395 d**	**Mon 1/4/27**	**Mon 7/17/28**	**0 d**
9		Mobilization	NA	NA	0 d	25 d	Mon 1/4/27	Fri 2/5/27	0 d
10		Demolition	NA	NA	0 d	25 d	Mon 2/8/27	Fri 3/12/27	0 d
11		Concrete	NA	NA	0 d	45 d	Mon 3/15/27	Fri 5/14/27	0 d
12		Steel	NA	NA	0 d	25 d	Mon 5/17/27	Mon 6/21/27	0 d
13		Dry-in	NA	NA	0 d	45 d	Tue 6/22/27	Mon 8/23/27	0 d
14		MEP Rough-in	NA	NA	0 d	65 d	Tue 8/24/27	Tue 11/23/27	0 d
15		Interior Framing & Drywall	NA	NA	0 d	45 d	Wed 11/24/27	Thu 1/27/28	0 d
16		Finishes	NA	NA	0 d	65 d	Fri 1/28/28	Thu 4/27/28	0 d
17		Equipment	NA	NA	0 d	25 d	Fri 4/28/28	Fri 6/2/28	0 d
18		*Building Construction Complete*	*NA*	*NA*	*0 d*	*0 d*	*Fri 6/2/28*	*Fri 6/2/28*	*0 d*
19		Punchlist	NA	NA	0 d	30 d	Mon 6/5/28	Mon 7/17/28	0 d
20		*Fire Station 670 Reno Complete*	*NA*	*NA*	*0 d*	*0 d*	*Mon 7/17/28*	*Mon 7/17/28*	*0 d*

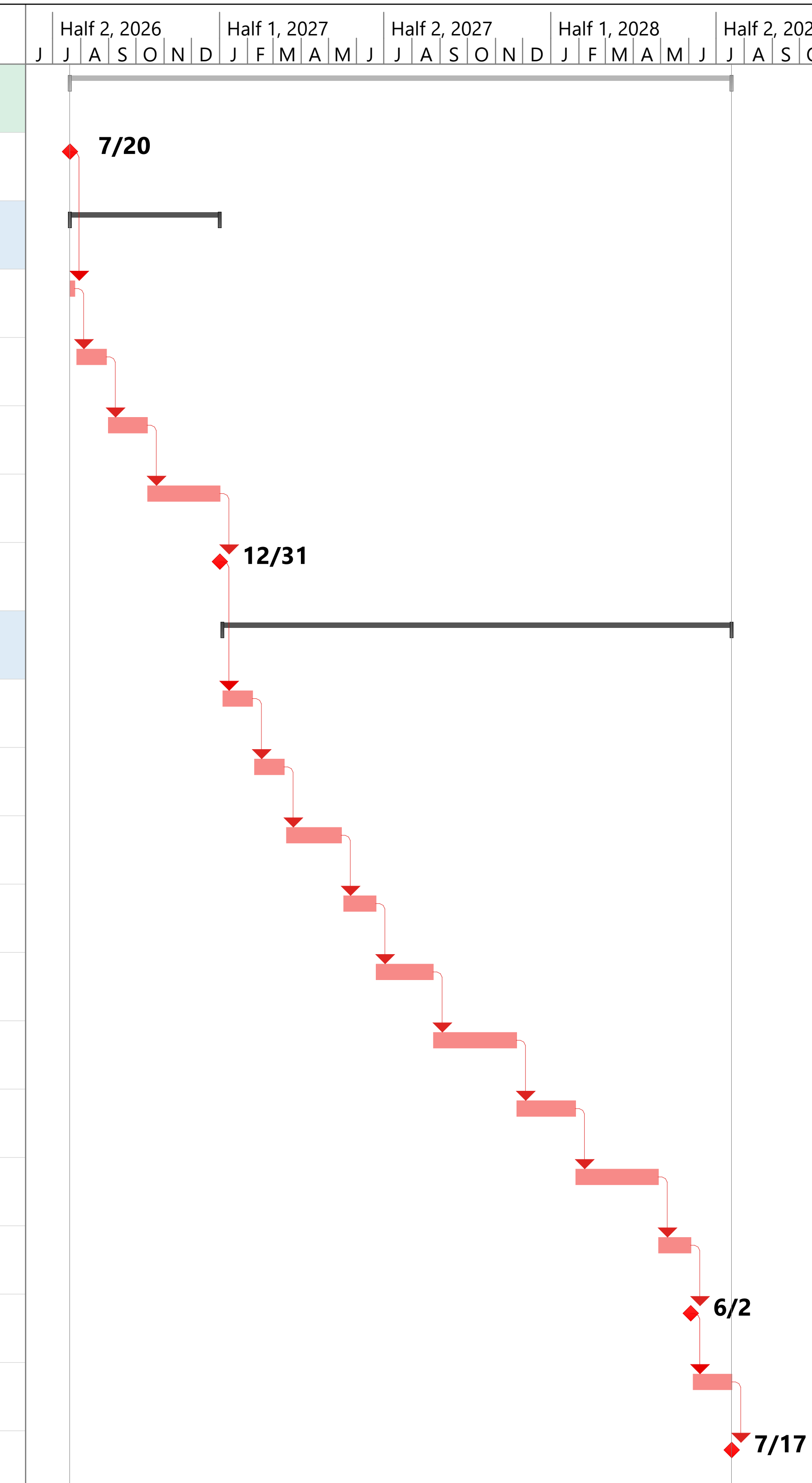


Exhibit C

DESIGN-BUILDER'S PROVIDED INSURANCE

Design-Builder shall purchase insurance, as indicated below, with carriers licensed to do business in the state in which the Project is located and rated by AM Best with at least an A- rating and a minimum Financial Size Category of VIII. The insurance coverage shall be maintained during the construction phase period and for a minimum of two years following completion of construction. Claims-made coverage, other than for Professional Liability (E & O), will not be acceptable.

Coverage for General Liability (GL) must include Additional Insured coverage in favor of the Owner, for both ongoing and completed operations utilizing the combination of forms CG 20 10 12 19 and CG 20 37 12 19 or their equivalents. GL coverage must be on a primary/non-contributory basis and have a per project aggregate endorsement.

The following limits and coverages are required:

Worker's Compensation	Statutory in the state in which the project is located
Employer's Liability	\$1,000,000 Ea. Accident, \$1,000,000 Disease \$1,000,000 Policy limit
General Liability	Limits must meet the minimums set forth below, or the policy limit, whichever is greater: \$2,000,000 per occurrence \$4,000,000 general aggregate \$4,000,000 products/completed operations aggregate
Excess Liability	\$2,000,000 per occurrence and general aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Design-Builder's Professional Liability	\$2,000,000 per claim and in the aggregate
Architect's/Engineer's Professional Liability	\$2,000,000 per claim and in the aggregate

Such insurance shall be evidenced by certificate on an Acord-25 form. Design-Builder shall provide evidence of coverage prior to the start of construction.

Property Insurance:

Unless otherwise provided, Design-Builder shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. This insurance shall include interests of the Owner, the Design-Builder, Subcontractor and its subcontractors in the Project, and shall include insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. Such property insurance shall be maintained until a written notice of Substantial Completion, at which time Owner shall install permanent insurance on the property.

Owner and Design-Builder waive all rights against each other and against all Subcontractors, Sub-subcontractors, Material Suppliers, and the Architect/Engineer, for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the Design-Builder. The Owner or Design-Builder, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents, and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein.

The Owner agrees that the insured value of the existing structure and any contents are covered under the Owner's permanent the property insurance policy and that such permanent property insurance is the sole source of recovery to the Owner in the event of a loss, including a total loss, or losses exceeding the insured value of the existing structure. The Owner shall waive all rights for damages to such existing structure and its contents and shall waive subrogation rights in favor of Design-Builder, Contractor, Subcontractor, Sub-Subcontractors, agents and their respective employees. If there are any coinsurance penalties, or losses otherwise uninsured, Owner shall pay uninsured losses.

CCOG
Cooperative Council of Governments

equalis GROUP

REQUEST FOR PROPOSALS:

Alternative Procurement Delivery Methods for General Contracting Services

RFP #:

COG-2132

ISSUED BY:

The Cooperative Council of Governments
On Behalf of Equalis Group

6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

DATED:

April 15, 2022

SECTION THREE:

Part A – General Terms and Conditions of Master Agreement

Section Three, Part A – General Terms and Conditions of Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc., the Winning Supplier, And Equalis. Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties.**"

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued this request for proposal ("RFP") on behalf of Equalis Group Participants for and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

H. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

2. TERMS & CONDITIONS

2.1. **Personnel & Equipment**. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.

2.2. **Supplemental Agreements**. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services as defined in **Appendix B** ("**Customer Agreement**"). Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

2.3. **Rates & Charges**. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.

2.4. **The Term**. This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the "**Effective Date**"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the "**Termination Date**") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term.**"

2.5. **Formation of Contract**

a. **Bidder Contract Documents**. CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.

b. **Entire Agreement**. This Master Agreement, including its Recitals, together with all components of the RFP, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

c. **Modification**. No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

d. **Assignment**. This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

e. **Order of Precedence**.

(1) General terms and conditions
(2) Specifications and scope of work
(3) Attachments and exhibits
(4) Documents referenced or included in the solicitation

2.6. Confidentiality.

a. **Obligation**. The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

b. **Exceptions**. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

2.7. **Indemnification**. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members.

2.8. **Notice & Opportunity to Defend; Limitations & Thresholds**.

a. **Notice; Opportunity.** If any Losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party shall be entitled to assume the defense thereof, and the Indemnifying Party shall be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.

b. **Liability**. Notwithstanding any other provision of this Master Agreement, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third party). The Indemnifying Party's insurance shall obtain all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

2.9. **Winning Supplier Insurance**. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of $1,000,000 per occurrence/$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies.

Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

2.10. Termination Rights. The Parties shall have the termination rights set forth below.

a. **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

b. **Mutual Consent**. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

c. **Breach**. In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in Appendix A.

2.11. Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

2.12. Audit of Winning Supplier. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

2.13. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

2.14. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. **Addresses for Notices**. Written notices for the Winning Supplier will be sent to the remittance address provided the Winning Supplier's proposal.

i. If to **CCOG**:

The Cooperative Council of
Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

ii. If to **EQUALIS**:

Equalis Group, LLC.
Attn: Eric Merkle, SVP
5550 Granite Parkway,
Suite 298
Plano, Texas 75024

2.15. Waiver. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

2.16. Governing Law; Invalidity. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing

Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

2.17. No Third-Party Beneficiaries; Survival of Representations. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

2.18. Execution in Counterparts. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

2.19. Nondiscrimination & Intimidation.

a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

CCOG | equalis GROUP

ALTERNATIVE PROCUREMENT DELIVERY METHODS (APDM) FOR GENERAL CONTRACTING SERVICES

RFP # COG-2132 | TECHNICAL PROPOSAL

MAY 19, 2022 @ 3PM | *ELECTRONIC*

CORE

6320 Research Road
Frisco, TX 75033
www.coreconstruction.com

TABLE OF CONTENTS

PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:
CORE Construction (CORE)

1.1.2. Corporate Street Address:
6320 Research Road, Frisco, TX 75033

1.1.3. Remittance Address:
6320 Research Road, Frisco, TX 75033

1.1.4. Main Telephone Number:
972-668-9340

1.1.5. Website:
www.coreconstruction.com

1.1.6. Formation. *In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.*
CORE was founded in 1937, and has grown into an industry leader in construction management, with 20+ offices in ten states across the United States and more than 1,200 employees.

AZ: 4/18/1982
CA: 8/6/2010
FL: 12/31/2011
IL: 12/1/1967
IN: 4/17/2013
NV: 11/12/1999
TX: 10/18/1990

AZ: CORE Construction, Inc.
CA: CORE Construction, Inc. DBA CORE Construction Management
FL: CORE Construction Services of Florida, LLC
ID: CORE West, Inc.
IL: CORE Construction Services of Illinois, Inc.
IN: CORE Construction Indiana, LLC
NV: CORE West, Inc., DBA CORE Construction
TX: CORE Construction Services of Texas, Inc.

1.1.7. Legal Structure. *Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.*
☒ *Corporation – provide the State of incorporation and the company ownership structure.*
☐ *Partnership – provide the State of registration and the names of all partners.*
☐ *Sole Proprietorship – provide the State of registration and the name and title of the principal.*
☐ *Joint Venture – provide the State of registration and the names and titles of all principals.*
☐ *Other – provide detailed description of corporate structure and ownership.*

1.1.8. Federal Tax ID# or Social Security #:
AZ: 86-0433249
CA: 86-0433249
FL: 26-2821711
ID: 88-0214666
IL: 37-1296188
IN: 46-2547276
NV: 88-0214666
TX: 75-2348877

1.1.9. Primary Point of Contact. *Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:*
Contact Name: Dave Wilson
Title: National Director of JOC
Phone: 214-684-9320
E-Mail Address: davewilson@coreconstruction.com

1.1.10. Authorized Representative. *Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).*
Contact Name: Mark Steffen
Title: Chief Financial Officer
Phone: 602-980-2451
E-Mail Address: marksteffen@ccg-services.com

1.2. Financial Strength & Legal Considerations

1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP.

Please refer to the separate file labeled "CORE_CONFIDENTIAL FINANCIAL INFORMATION".

1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.

CORE has not had any bankruptcy or insolvency for your organization (or its predecessors) or any principal of the firm in the last three (3) years.

1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.

Our entire team at CORE can proudly state that our firm and respective principals have not been involved in any litigation, formal claims, or suits in the past three (3) years.

1.3. Industry Qualifications

1.3.1. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?

CORE has provided the products and services outlined in our response to this RFP for 14 years.

<u>% of Company's Revenue</u>

2021 – 4.5%
2020 – 4%
2019 – 3%

1.3.2. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.

Alabama, Arizona, California, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Utah, Virginia, West Virginia, and Wisconsin

Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?

NOTE: Provide copies of any of the certificates or licenses included in your response in Proposal Form 5 - Certifications and Licenses.

State	License Class	License No.
Alabama	BC	46946
Arizona	B-01	069786
Arizona	A	110343
Arizona	B	199920
California	B	954885
Colorado	N/A	No License Required
Florida	CGC	1516489
Florida	CGC	43320
Georgia	GCQA	003427; 003325
Georgia	GCQA	A003334; A003437
Iowa	N/A	None Required
Idaho	RCE	41083
Idaho	Unlimited	025816
Illinois	N/A	None Required
Indiana	N/A	Registered Public Works Contractor
Louisiana	N/A	54378; 884216; 250681
Michigan	N/A	No License Required
Mississippi	N/A	21807-MC
Missouri	N/A	No License Required
North Carolina	Unlimited	77604
Nevada	Corporation	0077142; 0006144A
New Mexico	GB98	372635
Ohio	N/A	No License Required
Oklahoma	N/A	No License Required
South Carolina	Unlimited	G120463
Tennessee	Unlimited	00067481
Texas	N/A	No License Required
Utah	B100	8530400-5501
Washington	CC-01	CORECCM820JK
Wisconsin	N/A	None Required

1.4. Public Sector Experience

1.4.1. Public Sector Cooperative Contracts. *What Public Sector Cooperative Contracts (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services defined in this RFP? For each contract, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?*

Please refer to page 7 for our list of Public Sector Cooperative Contracts.

1.4.2. Education Success. *What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?*

i) total dollar amount: $716M

ii) percentage of your company's total annual revenue generated by sales to educational institutions: 58.8%

1.4.3. Government Success. *What is the i) totol dollar amount, and ii) percentage of your company's totol annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?*

i) total dollar amount: $172M

ii) percentage of your company's total annual revenue generated by sales to locol governments: 14.11%

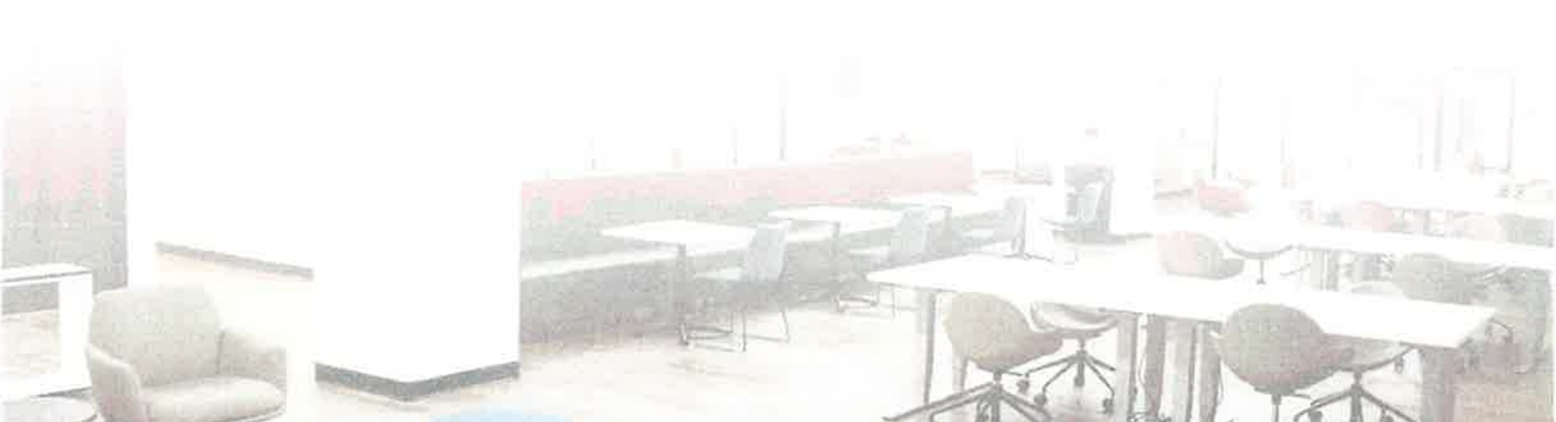
1.4.4. Public Sector Strategic Growth Plan. *Describe your company's three to five-year public sector sales objectives and the key elements of your strategic plan to ochieve those objectives. What is the total annual dollar value of your company's total revenue generated by local governments and educational institutions in each of the last three (3) calendar years?*

What percentoge of your company's total annual revenue is generated by sales to local governments and educational institutions?

NOTE: *For clarity, the figures requested are to include revenue generated through cooperative contracts and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.*

Our goal is 15% growth per year nationally in this public cooperative space. In 2022, we have already realized 25% growth to date. We will continue to drive this sector nationally as we grow into new states and regions as well as preserve the volume we currently yield. Our primary markets in this sector are K-12, Higher Education and Public Safety, and we push our EQ|APDM contract constantly.

2021 – 110M – 98% local governments and educational institutions
2020 – 100M- 96% local governments and educational institutions
2019 – 100M -94% local governments and educational institutions



Co-Op Name	Contract #	Approved Date	Expiration Date	Revenue Generated 2019	Revenue Generated 2020	Revenue Generated 2021	Revenue Generated 2022
791	2020-05-020	7/2/2020	6/30/2023	$0	$0	$0	$0
1Government Procurement Alliance	19-03DP-04	12/17/2018	12/17/2022	$703,791.50	$353,107.09	$0	$0
1 GPA	18-15PV-05	5/18/2022	5/17/2023	$4,514,136	$7,861,866	$4,677,611	$0
Allied State Cooperative (Region 19 ESC)	21-7411	7/1/2021	6/30/2022	$0	$0	$0	$0
ASU JOC Master	ASU 2019 JOC	12/1/2019	11/29/2024	$5,538,209	$3,862,520	$6,311,051	$1,983,945
BESD JOC master	BESD 17-003	10/10/2017	10/9/2022	$7,830,427	$2,791,760	$5,588,392	$0
BuyBoard Purchasing Cooperative-Gordian ezIQC (region S ESC)	660-21	12/1/2021	11/30/2026	$0	$0	$0	$0
Choice Partners (HCDE) (IDIQ)	20/017MR-06	2/26/2020	2/25/2024	$0	$0	$11,237.20	$0
City of Avondale	20-356C	11/20/2019	11/20/2024	$0	$0	$343,434	$0
City of Mesa JOC Master	JOC-G19	6/13/2019	6/12/2022	$1,187,738	$491,879	$532,342	$1,700,000
City of Peoria	P19-0034A (ACON21219C)	5/22/2019	5/21/2024	$1,515,368	$520,499	$2,244,561	$581,489
Collin College	4426	6/22/2021	5/31/2026	$0	$0	$414,102.75	$22,393.14
Dallas County	2021-022-6889	11/16/2021	11/15/2026	$0	$0	$0	$26,790.00
E&I Cooperative Services	CNR01441	9/1/2017	6/30/2027	$36,814,905.49	$2,821,080	$2,559,171	$0
Equalis Group (Region 10 ESC)	EQ-101519-02A	1/1/2020	12/31/2024	$0	$0	$891,632.99	$166,803.00
Equalis Disaster Region 10 ESC)	R10-1110A	1/1/2021	12/31/2027	$0	$0	$0	$0
Equalis / Gordian ezIQC (Region 10 ESC)	R10-1117E	5/1/2021	4/30/2026	$0	$0	$3,095.77	$0
GoodBuy Purchasing Cooperative (Region 2 ESC)	21-22 7GCJOC2 Addendum 1	8/1/2021	7/31/2026	$0	$0	$0	$0
Kyrene ESD JOC Master	K21-13-26	6/22/2021	6/21/2026	$0	$0	$1,427,645	$0
Mesa Public Schools	22-27RFQ	12/1/2021	11/29/2026	$996,151	$746,296	$1,408,617	$0
NAU JOC Master	11.160.201	2/28/2020	2/26/2025	$2,448,088	$150,519	$1,851,566	$0
National Cooperative Purchasing Alliance (Region 14 ESC)	National JOC 04-13	12/3/2018	11/30/2026	$95,355.59	$243,804.61	$0	$0
National Cooperative Purchasing Alliance APDM (Region 14 ESC)	04-10	4/2/2018	4/30/2023	$0	$0	$0	$0
Oklahoma / Gordian ezIQC-Western, Central, Northeast, Southeast Regions	21267/21268/21269/21270	7/1/2021	6/30/2026	$0	$0	$3,213,891.68	$438,068.72
Omnia Partners (Region 4 ESC)	R200103	5/1/2020	4/30/2025	$0	$0	$3,616,868.09	$0
Omnia Disaster Services (Region 4 ESC)	R191604	5/1/2020	4/30/2025	$0	$0	$79,155.00	$0
Purchasing Cooperative of America (Region 3 ESC)	PCA 3-220-19	6/3/2019	6/2/2024	$0	$0	$0	$0
Purchasing Cooperative of America Disaster (Region 3 ESC)	PCA OD-303-20	5/20/2020	5/4/2025	$0	$0	$0	$0
Purchasing Cooperative of America (Region 3 ESC)	PCA OD-325-20	8/17/2020	8/16/2025	$0	$0	$0	$0
Sourcewell North TX-General Contstruction	TX-NT-GC-101619-CCT	1/23/2019	1/23/2024	$0	$4,288,476.18	$0	$0
North-Paint Only	TX-NT-P-101619-CCT	1/23/2020	1/23/2025	$0	$0	$0	$0
North-Floor Only	TX-NT-F-101619-CCT	1/23/2020	1/23/2025	$0	$0	$0	$0
North-APC Only	TX-NT-APC-101619-CCT	1/23/2020	1/23/2025	$0	$0	$0	$0
Sourcewell Panhandle TX-General Construction	TX-PH-GC-101619-CCT	1/23/2020	1/23/2025	$0	$0	$0	$0
Panhandle-Paint only	TX-PH-P-101619-CCT	1/23/2020	1/23/2025	$0	$0	$0	$0
Panhandle-Floor Only	TX-PH-F-101619-CCT	1/23/2020	1/23/2025	$0	$0	$0	$0
Panhandle-APC-Only	TX-PH-APC-101619-CCT	1/23/2020	1/23/2025	$0	$0	$0	$0
Sourcewell Central TX	TX-CT-GC-121819-CCT	1/23/2020	1/23/2025	$0	$0	$0	$0
Sourcewell West TX	TX-WT-GC-121819-CCT	1/23/2020	1/23/2025	$0	$0	$0	$0
Sourcewell Gulf Coast TX	TX-GC-GC-021920-CCT	2/19/2020	1/23/2025	$0	$0	$0	$0
Sourcewell Rio Grande Valley TX	TX-RGV-GC-021920-CCT	2/19/2020	1/23/2025	$0	$0	$0	$0
Sourcewell Permian Basin TX	TX-PB-GC-121819-CCT	1/23/2020	1/23/2025	$0	$0	$0	$0
Tarrant County College District	C2021-04-12 (RFP# 21-006)	4/1/2021	3/31/2026	$0	$0	$0	$0
The Interlocal Purchasing System	200201	5/1/2019	4/30/2024	$4,146,197.09	$4,725,770.23	$154,095.00	$86,594.58
University of Arizona	(Individual Po Numbers)	7/1/2017	6/30/2022	$0	$2,464,354	$410,311	$0

1.4.5. Customer References. *Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include: a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.*

Client: **UNIVERSITY OF NORTH TEXAS**
Contact Person: Cheryl Smith, RID, AUID, NCIDQ
Title: Facilities Planner
Phone#: 940-565-4365
E-mail: Cheryl.Smith@unt.edu
A brief description of products & services provided by CORE:

- Sycamore Hall: renovation of 6 classrooms including demolition, rough carpentry, millwork, doors & hardware, walls, ceilings, flooring, painting, electrical & data/communications rough-in
- Wooten Hall: construction & renovation of 8 classrooms including demolition, rough carpentry, millwork, doors & hardware, walls, ceilings, flooring, painting, electrical, & data/communications rough-in
- Sage Hall: renovation of 2nd Floor including abatement of existing conditions for asbestos, demolition, electrical equipment & devices, mechanical equipment & devices, plumbing equipment & devices, erecting all non-load baring walls, store front glass, cap existing & move or install new fire suppression heads, doors & hardware, install fire alarm, millwork, acoustical and wood ceilings, flooring, walls-tape, bed, texture, & paint, test and balance system.
- Fouts Field, Demo, Parking Lot, Bus Transfer: cut in driveway & parking lot, install new fence with gates, install new power supply & light poles
- UNTD Lot 2 Access Driveway: cut in new driveway for existing parking lot, install new light poles
- UNTD Camp Wisdom: create a new concrete drive access from public road on to the campus, including light poles, & handicap parking spaces
- UNTHSC 6th floor remodel for new tenant including HVAC, plumbing, electrical, flooring, doors, drywall & paint
- UNTHSC 5th floor office building remodel
- Sage Hall Rooms 230/231: Demo flooring & dividing wall, fur out walls, electrical install, flooring, paint, ceiling, fire alarm & sprinkler reconfigure
- Inspire Park Autoclave: renovate infrastructure for new Autoclave steam sanitizing machine

Customer relationship starting and ending date: 2010-Present
Notes or other pertinent information relating to the customer and/or the products and services your company provided:
N/A

Client: **STEPHEN F AUSTIN STATE UNIVERSITY**
Contact Person: Jessica DeWitt, RID, CEFP, NCIDQ, LEED Green Associate
Title: Assistant Director | Physical Plant Department
Phone#: 936-468-4807
E-mail: jdesitt@sfasu.edu
A brief description of products & services provided by CORE:

- Central Plant Expansion Phase1: Installation of mechanical equipment, underground hydronic piping and asphalt patch and repair.
- Central Plat Expansion Phase 2&3: Remove and install mechanic equipment and underground hydronic piping. Including excavation, testing, temporary cooling, electrical and concrete sidewalk replacement.
- Soccer Field Pad: Installation of 290x30 linear feet of concrete pad adjacent to the school's soccer field.
- Alumni Drive Reconstruction: Demo'd/removed/replaced existing concrete drive. Including sidewalk, curb, waterproofing, erosion control and striping
- Nature Trail Boardwalk: Reconstructed as needed and replaced as needed wood walkways including

railings and bridges.
- Health Clinic Renovation: Remodel of offices; bathrooms and patient rooms. Including demolition, framing, drywall & paint, electrical upgrades, flooring, doors & hardware and millwork.

Customer relationship starting and ending date: 2020-Present
Notes or other pertinent information relating to the customer and/or the products and services your company provided:
N/A

Client: **OKLAHOMA DEPARTMENT OF RECLAMATION SERVICES**
Contact Person: Susan Smith
Title: CPO | Administrative Programs Officer IV, Management Services | Purchasing
Phone#: 405-397-6442
E-mail: SRSmith@okdrs.gov
A brief description of products & services provided by CORE:
- Oklahoma School for the Deaf: Upgrade of existing elevators.
- Oklahoma School for the Deaf: Interior renovation of school's Superintendent's residence.
- Oklahoma School for the Deaf: School gym floor refinish and resurface with new logo; upgraded all existing gym seating.
- Oklahoma School for the Deaf: Vocational building exterior wall repair.
- Oklahoma Dept of Rehabilitation Services: ADA compliant accessibility renovation of three homes.
- Oklahoma School for the Blind: Interior, and exterior CMU wall repairs.

Customer relationship starting and ending date: 2021-Present
Notes or other pertinent information relating to the customer and/or the products and services your company provided:
N/A

Client: **CITY OF FRISCO**
Contact Person: Wes Hicks
Title: Facilities Project Manager
Phone#: 972-292-5273
E-mail: whicks@friscotexas.gov
A brief description of products & services provided by CORE:
- Medical Clinic Remodel: Renovation of interior space. Including millwork, partition installation & finish, patch & paint existing drywall and raise and replace ceiling grid.
- Fire Station #9: Shower renovation and decontamination room improvements.
- Athletic Center Handrail Replacement: Removed and replaced exterior handrails and ADA ramp
- Micro Library: Build out of existing space in the Stonebriar Centre Mall. Including office space for local governmental office and public children's micro library.

Customer relationship starting and ending date: 2012-Present
Notes or other pertinent information relating to the customer and/or the products and services your company provided:
N/A

Client: **TEXAS WOMEN'S UNIVERSITY**
Contact Person: Steven Adcock
Title: Manager of Construction Services
Phone#: 940-898-3143
E-mail: SAdcock@twu.edu
A brief description of products & services provided by CORE:
- Tennis Court Fence Demo: demolition of 265 linear feet of fencing around Tennis Courts
- TWU Parking Lot: construction of east parking lot and driveway on existing Golf Course

Customer relationship starting and ending date: 2013-Current
Notes or other pertinent information relating to the customer and/or the products and services your company provided:
N/A

2. PRODUCTS & SERVICES

2.1. Products & Services

2.1.1. Product & Services Description(s). *Provide a detailed description of the products and services you are offering as a part of your proposal.* ***IMPORTANT.*** *This description along with the products and services included in the* ***Attachment B – Cost Proposal*** *will be utilized to define the overall products and services available under a resulting contract.*

When you build with CORE, you are not just building with brick, steel, concrete, or wood. You are building a partnership with a company and people who have set the highest performance standards for your project. By choosing CORE, you will have the resources and strength of a national builder and the benefits of collaborating with a local team and workforce that is committed to improving your community.

CORE will provide you the most comprehensive Professional Services, an Approach to Safety, Dedication to Quality, Quick Response and Delivery, Availability of Resources and Overall Project Success. Our philosophy and general program oversight methodology centers around our commitment to making our Client's goals our own. We will partner with CCOG/Equalis and all stakeholders involved to ensure you receive the Best Value possible. Highly experienced with cost estimating, constructability reviews, design reviews, risk quantification, value engineering and scheduling, our team's greatest asset to CCOG/Equalis is that we listen and are nimble in our approach in order to best suit your needs.

Job Order Contracting (JOC) is a project delivery method utilized by Clients to procure numerous commonly-encountered construction needs quickly and easily for a wide variety of renovations, repairs and construction projects, similar to CCOG/Equalis's work, under one contract. To date, CORE has completed **over 2,500 JOC projects for over 100 Clients.**

By using JOC to procure construction services, CORE's Clients drastically cut down on cost, time and inefficiencies inherent to small, fast-track construction projects. Emergency repairs, facility maintenance, and other high-priority construction needs can be completed, from the moment the need is recognized, in less time than it traditionally would take to even hire a contractor. Additionally, you are able to work with larger contracting firms that have the resources and industry-leading tools that come with being one of the largest builders in the Nation for your smaller projects.

Advantages of CORE's Job Order Contracting:

- Shorter project delivery times
- Faster project starts
- Higher quality
- Long-term relationships
- Better use of construction funds
- Increased transparency
- More opportunities for diversity inclusion

CORE's Job Order Contracting experience provides CCOG/Equalis a unique opportunity to build a relationship with a local company with proven national experience in delivering construction management on the APDM for General Contracting Services JOC projects.

2.1.2. Subcontractors & Affiliates. *Describe your company's process for qualifying and hiring subcontractors and other affiliates who will be performing work on your behalf, in the event of an award.*

The bidding process for this project will start with a Trade Partner (subcontractor, supplier and vendor) list that is generated and circulated among the team for input and recommendations. The firms identified will be invited to prequalify with CORE if they have not already done so. CORE will host also a Trade Partner fair to inform the local community about the APDM for General Contracting Services projects and how to participate. CORE will strive to incorporate as many local and MWBE Trade Partners in the process as possible. Everything about the bidding phase is open-book and transparent. You will be able to see into our process at any time and at every level.

After receipt of pricing, every Trade Partner proposal shall first be evaluated for completeness of scope. From there, our team will work in collaboration with CCOG/Equalis to narrow the prequalified Trade Partner list to a minimum of three responsible bidders for each scope of work identified in the project documents.

The next step is a face-to-face meeting with the Trade Partner that provides the lowest, most responsible price/bid. This interview includes an in-depth scope review session to ensure the Trade Partner has complete scope understanding. If the Trade Partner has "scope holes," we will allow the Trade Partner to make their bid complete. The ultimate result is CCOG/Equalis benefiting from a Trade Partner that is highly qualified, understands the project, and delivers financial value. Together, CORE and CCOG/Equalis will be able to consider all variables in the decision, and will have the most complete knowledge in order to select the most effective Trade Partners to join our team.

Use Prequalified Trade Partners

- Enlist recommendations from the Owner
- Enlist recommendations for the Design Team
- Utilize CORE's database of Trade Partners
- Thoroughly review Trade Partner qualifications

Understand Scope & Assembly of Pricing

- Receive bids from 3-5 Trade Partners for each scope of work
- Trade Partners evaluated for completeness of scope
- Identify the lowest responsible bid

Review of Scope & Pricing with Trade Partners

- Face-to face meeting with the lowest responsible bidder
- Conduct an in-depth scope review
- Allow Trade Partner to fix any "scope holes"
- Select Trade Partner as a team (Owner, Architect, CORE)

2.1.3. Differentiators. *Describe what differentiates your company's products and services from your competitors.*

OUR MISSION: CORE's Mission is to earn the trust of our Employees, Building Partners and Clients. Achieving this mission begins by building teams with members who have unwavering, comprehensive trust in one another. Each team member understands the CORE Values we stand for - Integrity, Fairness, Continuous Improvement and Results. These CORE Values represent the foundational elements of trust itself. We are dedicated to earning the trust of our Clients through our commitment to teamwork, our adherence to our CORE Values, and our dedication to the belief that The Client Decides.

THE CLIENT DECIDES: Every business needs Clients in order to survive. Here at CORE, The Client Decides. We know that it is Clients who drive our economic engine; without Clients our engine dies. We work hard to provide the highest level of Client Service possible and strive to be the best in the world at it. Most importantly, CORE is deeply passionate about trust, especially earning the trust of our Clients. This trust is only made possible by knowing that The Client Decides.

2.2. Additional Services

2.2.1. Additional Services. *Describe any additional products or services not identified within scope of this RFP that you are including in your proposal and making available to Equalis Group Members.*

WARRANTY PROGRAM: Our commitment to CCOG/Equalis does not end upon completion of the [any of your JOC projects, but continues through the two-year warranty period and beyond. Our Warranty Manager and his team do incredible work and will ensure your newly occupied facilities function and meet the unique needs of your staff. Upon completion of any of the APDM for General Contracting Services projects, our Warranty Manager will meet the CCOG/Equalis Maintenance Department during the close out process to explain our warranty program in detail, allowing CCOG/Equalis to gain a level of comfort with our processes and the accessibility of our company developed CORE Warranty website.

CORE offers a company developed, user friendly 24/7 online warranty submittal platform which sends a direct email alert to CORE's Warranty Department. Once an email is received, our team will take care of your needs, addressing issues in a swift and complete manner. CORE's full-service, customer service-driven Warranty Department will provide the highest level of service to CCOG/Equalis and the future team of your projects. We utilize the following process:

- **Submitting a Warranty Claim:** First, we encourage our Clients to pick up the phone and give us a call. We also recommend contacting us on our company designed and operated website where warranty claims can be easily submitted online. If desired, we also have an app available to begin the process. This sends a direct email or text alert to our Warranty Manager. Once an email is received, the Warranty Manager will log in the request in our Viewpoint Project Management Program and call the Owner's representative to confirm the nature and extent of the issue. Our local Presidents are also copied on any warranty request to ensure that resources are available and response is immediate.
- **Processing & Turn-around:** Our Warranty Manager will then process the request within hours of receiving it. A CORE Superintendent will be assigned to the warranty issue and assess the scope in person, if possible. The Superintendent then calls and emails the appropriate Trade Partner to get tradesmen on site to correct the issue. Depending on the nature and extent of the claim, nearly all issues are fixed within one to three days. We will provide the Owner a verbal or written status report along the way.
- **Verifying and Documenting Completed Warranty Work:** The Warranty Manager requires the Trade Partner to document the work that was performed, and that information is then entered on the warranty website under that specific issue for the Owner to review. Once that information has been inputted, and the issue is closed out, the Owner is sent an email with all corresponding documentation.
- **Responding to Emergency Warranty Issues:** If an emergency notification is received by the Warranty Manager, the appropriate Trade Partner will be called for an immediate response. The Trade Partner is scheduled to be on site that day, or the following morning. The warranty issue will be addressed immediately, and temporary repairs or completed repairs will happen within 24 hours.
- **Managing Long Range Warranties:** If issues arise after the warranty period, the warranty website will remain active so the Owner may submit issues that need to be addressed. The Warranty Manager will address all issues even after the warranty period expires. If the item is determined to be a material flaw, we will create a "Latent Defect" warranty claim to address the issue. A "Latent Defect" warranty item will be treated/addressed and investigated as a normal warranty claim. The Owner's representative will be involved in on-site meetings and investigations until an agreement by all parties is reached on how to proceed and resolve the issue. There are no additional cost for this 'value add' service.

2.3. Value Add

2.3.1. Additional Offering. *Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.*

"Building is our Business." Our team of professionals are the best in the business, and our dedication to our trademarked preconstruction and construction management platform, Operational Excellence, sets us apart. CORE's Operational Excellence ensures the success of every project and guarantees that you receive world-class services. From better project planning through virtual construction, to better construction management, to sustainable on-site practices, our pledge of excellence is all-encompassing and second-to-none. Our company values relationships with our Building Partners and Clients based on Team and Trust. As a national company, we have access to extensive resources while also providing the local touch. We have achieved the industry's highest credit rating, lowest EMR ratings, and have maintained a pursuit toward continuous improvement for all of our professional services.

OPERATIONAL EXCELLENCE: Our team approaches every project from the standpoint of comprehensive construction administration and management. The same collaborative effort that goes into preconstruction services continues throughout construction. Our Clients can expect excellent orchestration of the entire administrative process: permitting, scheduling, Trade Partner management, commissioning, project turnover, and a responsive warranty process.

Our team has created and implemented a trademarked program called Operational Excellence™. This program contains specific metrics for tracking, managing, and maintaining exceptional Safety, Quality, Schedule, Cost control, qualified Trade Partners, and Client relationships throughout the construction duration of each project. Each of these six factors has an associated goal. The execution of this program ensures that these goals are met. See graphic below.

On a daily basis, CORE's Superintendent will generate a daily report tracking the status of each factor on each APDM for General Contracting Services project. On a weekly basis, the project's entire executive management team will review each factor providing feedback to the Project Manager for potential improvement. Utilization of the Operational Excellence program will ensure effective construction administration and management on your project.

SELF-PERFORM CAPABILITY: One of the most unique attributes that CORE offers is the capability to self-perform trade scopes such as rough carpentry, paving, miscellaneous concrete, logistics, clean-up, etc. with a team of highly-skilled craftsmen. By self-performing, our team will have greater control over the manpower assigned to complete the work expeditiously and with a higher degree of quality. For any work to be self-performed, CORE will submit a proposal in the same manner required of all Trade Partners. It is CCOG/ Equalis decision to select the Trade Partners who provide Best Value to the APDM for General Contracting Services projects.

3. BUSINESS OPERATIONS

3.1. Customer Service

3.1.1. Customer Service Department. *Describe your company's customer service department & operations.*

Every CORE employee is customer service driven and dedicated to Client satisfaction. In addition, we have a Client service department that is available 24/7 to assist our Clients. These personnel serve as advocates for the Client and will be in constant communication with the owner from preconstruction through close out and warranty. Each Professional will direct all day-to-day business operations of job order contracts in their state.

They will be accountable for ensuring that CCOG/Equalis members are provided with quality and timely projects, consistent with the specified requirements of the job order contract. They will oversee administrative and job order contract management functions; assist with conformance to safety plans; act as the primary point of contact to ensure job order contract satisfaction; monitor schedule development, cost control, subcontract management, procurement and material expediting, problem resolution, and invoice development and processing. CORE will represent CCOG/Equalis to ensure all warranties on products and services are made available.

3.1.2. Quality Control/Quality Assurance. *Describe your company's quality control or quality assurance program.*

The APDM for General Contracting Services projects will be built to the plans and specifications and to a quality that exceeds expectations, ensuring no rework will be required. CORE has adopted a three-phase construction Quality Control/Quality Assurance Plan, modeled after the U.S. Army Corps of Engineers' program, as our quality management process. Our dedication to quality results in complete project satisfaction. For us, there is no greater reward than seeing the efforts, labor, and dedication of a unified team come together in a high-quality building that meets the needs of its Owner and occupants. In order to ensure this, CORE will:

- Create and maintain a comprehensive submittal log and manage all submittals
- Manage our proactive Quality Control/Quality Assurance Plan
- Conduct pre-installation meetings with Trade Partners (Subcontractors, Suppliers, and Vendors)
- Construct physical mock-ups of critical systems, details and finishes
- Conduct inspections of each installation

Before construction takes place, our project team will prepare Quality Control Manuals specific to each element within the project's scope. These manuals contain Trade Partner contracts, specifications sections, and submittals which will be reviewed by all parties. This ensures that each individual has a thorough understanding of the scope and job to be performed.

Our team will carefully review submitted shop drawings and product data information received from Trade Partners prior to submitting for design review and approval. This will ensure proper materials make it to the jobsite. Before Trade Partners begin installation at the site, they will have a thorough understanding of the true scope of work to be performed, materials to be installed and the expectations of our team to build to the highest in quality standards. CORE will submit our Quality Control/Quality Assurance Plan to CCOG/Equalis for approval and acceptance prior to beginning any work on the Design Documents.

During construction, the practiced eyes of our construction management team will inspect each installation while it is happening, and numerous inspections will be conducted. These inspections are set in place to ensure safety, fulfillment of schedule, code compliance, and quality assurance and control. Our on-site Sr. Superintendent, Don Wilson, will perform daily inspections of work being put into place.

PRELIMINARY PUNCH LIST INSPECTIONS AND CORRECTIONS

Prior to requesting Substantial Completion for any portion of the APDM for General Contracting Services projects, CORE will perform a preliminary inspection of all areas and will create and complete a

Preliminary Punch List. This process is in addition to the Follow Up Phase activities of our Quality Control/ Assurance Program. Trade Partners will be notified of any omissions or corrections requiring attention and will be required to complete their work satisfactorily.

FINAL PUNCH LIST INSPECTIONS AND CORRECTIONS

Following the completion of the Preliminary Punch List inspection and completion of its corrections, all parties will formally review the project (or portions thereof) and develop a Final Punch List of items as part of the Follow Up Phase of our Quality Control/ Assurance Program. Trade Partners will be notified in writing and/or by email of any deficiencies, and will be required to provide CORE with written notice once the correction has been made. All work for the documents must be completed within 14 days of notification. Following the completion of all deficiencies documented by the Final Punch List, CCOG/Equalis will be notified that the work is ready for its final inspection.

CORE'S PLAN FOR QUALITY CONTROL

1 PREPARATORY PHASE

- Occurs during Preconstruction Phase
- Prior to Trade Partner agreements
- Unique Features of Work Identified
- Quality expectations established

2 INITIAL PHASE

- Occurs at onset of construction work
- Generates buy-in from field personnel
- Mock-up construction begins
- Re-enforces quality expectations in the field

3 FOLLOW-UP PHASE

- Occurs during Trade Partner's scope of work
- Review of in-place work compared to mock-up
- Third-party inspections performed as necessary
- CORE's Superintendent daily reports includes quality

3.2. Safety

3.2.1. Repair Safety. *Describe your company's safety program during service and repair work?*

Every person at CORE shares a common commitment to our Culture. This shared commitment allows each team member to embrace an unwavering, comprehensive trust in one another and the overall team itself. Built upon this foundation of Team and Trust, we do not leave it to just one person to lead our safety efforts, but instead hold the entire team accountable. CORE empowers every member of our field operations staff to think of themselves as our Safety Team.

CORE utilizes a leading safety management system from Predictive Solutions called SafetyNet on all of our projects. SafetyNet is used to collect and observe data that can assist in predicting and preventing incidents and injuries. CORE employs this system to collect accurate data on a daily basis. Our on-site team inputs safety-related data via their smartphone as they perform inspections.

That data is then synced to the SafetyNet web application where advanced predictive analytics are performed. The results assist CORE in identifying where we are most likely to have a safety incident or injury, then reports and communicates that information to our on-site teams and management. From there, CORE can proactively address any issue and implement corrective measures before an incident occurs. In addition, as CORE continues to collect and utilize safety observation data through Predictive Solutions, our teams are able to identify Trade Partners who best align with our CORE Safety Culture to ensure the safest teams possible on our projects.

3.2.2. Construction Safety. *Describe your company's safety program during construction work?*

Nothing is more crucial than the safety of our Employees, Building Partners, and Clients. The protection of people, property, and environment is a core value of our business philosophy. Our daily goal is to send everyone home safely, and we plan and manage for that. We recognize we are accountable for protecting people, and develop our safety culture around the importance of this foundational imperative. Because of our dedication to safety, we have maintained our commitment to zero incidents, zero injuries. From our Daily Activity Hazards Analysis (DAHA) reports, to our consistently low Experience Modification Rate (EMR), to our daily site inspections, we act as stewards of safety for the benefit of our Clients, our communities, and our team members.

3.2.3. Construction Safety. *Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.*

# of Lost Hours	EMR Ratings:
2021: 0	0.62
2020: 1	0.61
2019: 0	0.68

3.3. Customer Set Up; Order & Invoice Processing; Payment

3.3.1. Customer Set Up. *Once an Equalis Group Member decides to accept your company's proposal for products and services as described in this RFP, what is the process for the Member to become a customer?*

We presently have (3) CCOG/Equalis contracts, we implemented a new member spreadsheet & a weekly call with CCOG/Equalis to manage new membership and target members.

3.3.2. Payment. *What are your standard payment terms? What methods of payment do your company accept?*

A signed authorization of CORE's proposal acceptance form or approved purchase order is required before any work can proceed. All invoicing is managed electronically and the project manager assigned to the project will set up the project's accounting requirements based on the Owner's requirements. Full payment is due within 30 days of project completion.

3.3.3. Financing. *Does your company offer any financing options or programs? If yes, describe the financing options available to Members.*

No, CORE does not offer any financing options or programs.

3.4. Bonding & Insurance

3.4.1. Bonding. *Describe your company's bonding capacity.*

CORE is financially qualified to propose on a project of this size, with a single project bonding capacity of $300 million and an aggregate capacity of $1.5 billion through Travelers Casualty and Surety Company of America in conjunction with Liberty Mutual Insurance Company.

3.4.2. Rating. *Is your bonding obtained from a surety with an "A" rating from AM Best?*

Our bonding company, Travelers Casualty and Surety Company of America, has an A++ (Superior) rating and their Financial Size Category is XV ($2 billion or greater).

3.4.3. Insurance Coverage. *Describe your company's insurance coverage.*

Please see the below Sample Certificate of Insurance for our Texas location, we will provide additional Certificate of Insurance as necessary and/or at time of award.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/23/2022

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

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

PRODUCER 1-469-430-1450
Glenn Allen Insurance and Surety Brokers, LLC
5205 McClellan Dr
Frisco, TX 75036

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURED
CORE Construction Services of Texas, Inc.
6320 Research Rd
Frisco, TX 75033

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	11150
INSURER B: Starr Indemnity and Liability Company	38318
INSURER C: Arch Indemnity Insurance Company	30830
INSURER D: Arch Specialty Insurance Company	21199
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 64575286 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY; X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PROJECT; LOC	X	X	41PKG8895113	03/01/22	03/01/23	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY; X ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; X HIRED AUTOS; X NON-OWNED AUTOS	X	X	41PKG8895113	03/01/22	03/01/23	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB; X EXCESS LIAB; X OCCUR; CLAIMS-MADE; DED; RETENTION $			1000584947221	03/01/22	03/01/23	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	64WCI8946713 (AOS)	03/01/22	03/01/23	X WC STATUTORY LIMITS; OTH-ER	
A			X	41WCI8896013 (FL)	03/01/22	03/01/23	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Prof/Poll Liability			[illegible]	03/01/22	03/01/23	$5M Claim/$10M Agg	[illegible]

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

CERTIFICATE HOLDER
CORE Construction Services of Texas, Inc.
10625 N County Rd
Frisco, TX 75033
USA

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

AUTHORIZED REPRESENTATIVE
David [illegible]

ACORD 25 (2010/05)
jgurney1
64575286

3.4.4. EMR. *Provide your company's most current Experience Modification Rating (EMR).*

2022 EMR - 0.63

4. PRICING

4.1. Cost Proposal

4.1.1. Pricing Model. *Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.*

RSmeans factor of 1.00 with local cost city index is a proven coefficient that works across the board for CORE and their customers.

4.1.2. Auditable. *Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.*

We are utilizing RSmeans pricing which is updated quarterly.

4.1.3. Price Change Process. *Provide a description of your process for price changes.*

N/A

4.1.4. Cost Proposal Value. *Which of the following statements best describes the pricing offered included in Bidder's cost proposal.*

The prices offered in your Cost Proposal are:

☒ *lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.*

☐ *equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.*

☐ *higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.*

☐ *not applicable. Please explain below.*

4.1.5 Pricing Miscellaneous Materials. *If your company is utilizing Labor Based Pricing, propose a maximum margin that will be applied to miscellaneous material, as described in Section Two, Part C, Section 5.2j.*

NOTE: *For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing. Click here to enter response.*

N/A

4.1.6. Total Cost of Acquisition. *Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.*

N/A

5. GO-TO-MARKET STRATEGY

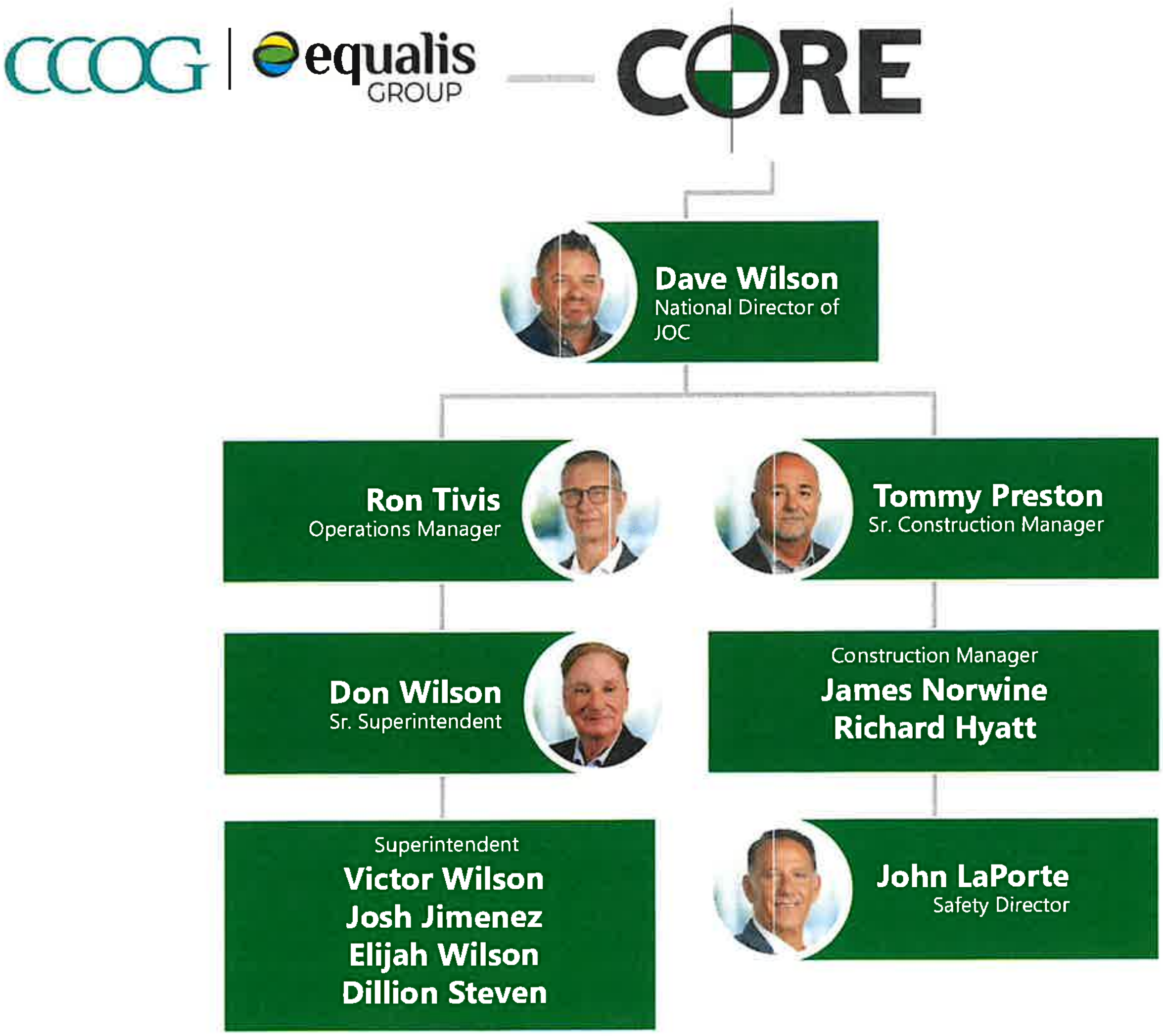
5.1. Bidder Organizational Structure & Staffing of Relationship

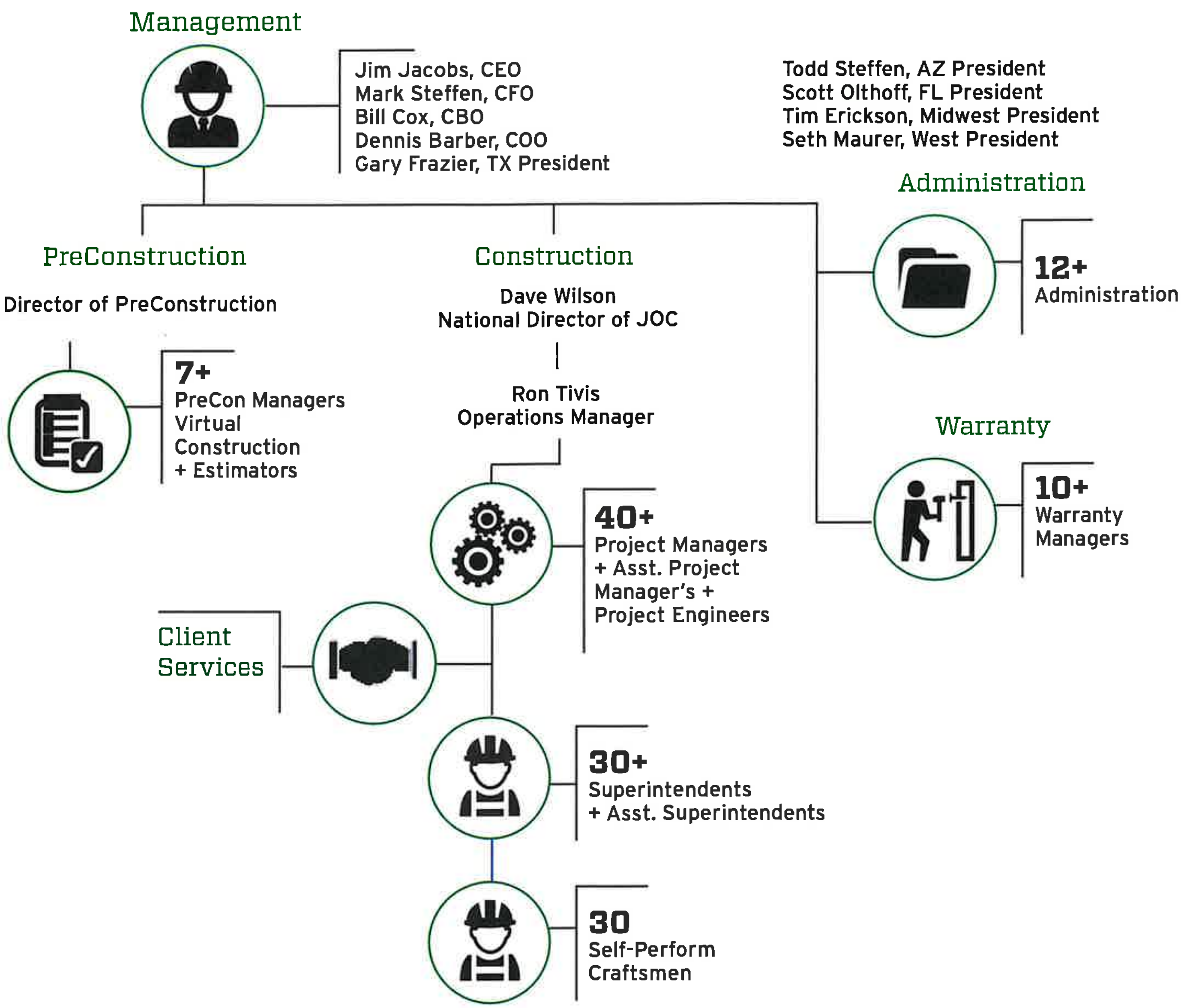
5.1.1. Key Contacts. *Provide contact information and resumes for the person(s) who will be responsible for the following areas: Indicate who the primary contact will be if it is not the Sales Leader*

Executive Contact - Dave Wilson
Contract Manager - Ron Tivis
Sales Leader - Dave Wilson
Reporting Contact - Gina Smith
Marketing Contact - Alli Linaman

5.1.2. Sales Organization. *Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.*

Please see the below organizational chart and the proposed team resumes on pages 21-24.





5.2. Contract Implementation Strategy & Expectations

5.2.1. Contract Expectation. *What are your company's expectations in the event of a contract award?*

STEP 1

- Utilize this contract to DB police & fire stations across our regions.

STEP 2

- Utilize this contract to procure DB projects here in TX.

5.2.2. Five (5) Year Sales Vision & Strategy. *Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.*

STEP 1

a. CORE will issue an approved, co-branded press release within the first 30 days.
b. CORE's Communication Department will post the award on our website, Facebook and Twitter accounts.

c. CORE will mail an announcement of our award to our database of existing Clients and potential Clients.
d. CORE will work with CCOG/Equalis to create co-branded collateral pieces including a profile sheet to include in our brochures.
e. CORE will advertise our award in regional and national publications.
f. CORE regularly participates in over 50 national conferences and trade shows for organizations that support the public sector, and we will promote CORE and CCOG/Equalis at these events.
g. CORE will establish a dedicated CCOG/Equalis homepage/link on our company website. We will post our due diligence and featured projects on this site, including a summary of contract and services offered. A link to this information will be provided on our brochures as well as our website.

STEP 2
CORE will reach out to all Clients who have historically used this type of contract, and proudly notify them of our current standing with CCOG/Equalis APDM General Contracting Services. We will begin to discuss future projects for which CORE can implement this contract. In addition, CORE will seek to provide APDM services to new school districts, municipalities, and all other public Clients.

STEP 3
We will immediately promote this contract in our current 20 + offices across the country. In years to follow, as we grow into new markets, we will continue to push the CCOG/Equalis and APDM contract to drive growth. CORE will also seek to enroll in any Equalis training seminars or sessions that are provided. We will hold web-based meetings with representatives in each of our offices to review the terms and conditions as well as to discuss how EQ|APDM works. The goal will be to use the CCOG/Equalis APDM General Contracting Services contract to expand into new markets and expand existing markets by adding new customers.

CORE is also open to advice and suggestions from the CCOG/Equalis APDM General Contracting Services team. In the past, CCOG/Equalis has assisted CORE greatly in both understanding how the contract is to be implemented and how best to drive it.

5.2.3. Sales Team Incentives. *Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?*
Yes, we have sales incentives that will encompass this contract if awarded.

5.2.4. Sales Objectives. *What are your top line sales objectives in each of the five (5) years if awarded this contract?*

YEAR	SALES OBJECTIVE
1	$10M
2	$12.5M
3	$15M
4	$20M
5	$20M

DAVE WILSON

NATIONAL DIRECOTR OF JOC

Dave has been in the construction industry for 26 years. As CORE's National Director of JOC, Dave plays an important advisory role and is extremely hands-on with every project. His broad knowledge base and experience in the industry is demonstrated through his strong leadership skills and project performance. He has completed hundreds of projects in higher education, commercial, retail, multi-family, and residential, which has given him an extensive understanding of the many challenges that customers face and the ability to identify creative solutions. Dave will ensure that the team is meeting and/or exceeding all schedule and budget expectations and providing quality services to deliver a successful JOC projects.

EXPERIENCE

26 years of industry experience

CERTIFICATIONS

OSHA 30-Hours
RS Means Certified

NSERL Laboratory
University of Texas at Dallas

UNT Coliseum
University of North Texas

Clark Hall Kitchen Renovations
University of North Texas

Football Locker Room Renovations
University of North Texas

UNT Monument
University of North Texas

Quantitative Lab
University of Texas at Dallas

Child Development Lab
University of North Texas

Student Health Center Renovations
Texas A&M - Kingsville

REFERENCES

David Gwie | UT Southwestern Medical Center | 214-648-1224

Cheryl Smith | University of North Texas | 940-565-4365

RON TIVIS

OPERATIONS MANAGER

As Operations Manager, Ron oversees all ongoing site operations on every project. He helps facilitate the roles of all Project Managers, Assistant Project Managers, and Coordinators. Ron is also responsible for managing Superintendents, Laborers, and CORE's Warranty Department from a high level. He tracks, manages, and works to improve the six factors of CORE's Operational Excellence platform: Safety, Quality, Schedule, Cost, Trade Partner performance, and Client satisfaction.

EXPERIENCE

20 years of industry experience

EDUCATION

B.A. Management,
Northwood University

UNTHSC Bailey Ave 5th Floor Renovation
University of North Texas

Power Plant 1 Upgrade & Music & Boynton Utiltity System Upgrade
Stephen F. Austin University

Alumni Drive Reconstruction
Stephen F. Austin University

Centura Office Space Make Ready
Coca Cola Southwest Beverages

Issil Beauty Spa
Isabel Batres

Pylant Medical Office - Concrete Slab Repair
Pylant Medical

REFERENCES

Tara Grenier | Orcutt/Winslow | 214-396-2090

Jason Cave | BR Architects | 214-528-8704

TOMMY PRESTON

SR. CONSTRUCTION MANAGER

As Senior Project Manager, Tommy has over 25 years of experience in construction management and a diverse resume which brings a unique and seasoned perspective to the team. He is devoted to serving CCOG/Equalis's vision and is confident in delivering successful job contracts. Tommy is well-versed on all operations objectives and works efficiently to guarantee adherence to all construction procedures and field duties. He will foster seamless communication with SSC, TAMUS and the Design Team.

EXPERIENCE

25 years of industry experience

CERTIFICATIONS

OSHA 30-Hours

150+ Projects Completed
Kingsville A&M Campus and A&M International Campus

400 Projects Completed
Texas A&M Corpus Christi

Art Lab Addition
University of Texas at Tyler

100+ Projects Completed
Texas A&M University

Baseball/Softball Complex Phases I & II
University of Texas at Tyler

Science Building Renovation
University of Texas at Tyler

REFERENCES

Steven Adcock | Texas Woman's University | P: 940-465-4086

Rachel Epperson | VLK | P: 817-633-1600

DON WILSON

SR. SUPERINTENDENT

As Senior Superintendent, Don is responsible for all on-site activities on the APDM for General Contracting Services projects. He will ensure that any issues that may arise in the field are communicated to all parties and resolved swiftly and efficiently. During preconstruction, Don will assist in scope review, constructability reviews, the preparation of the site logistics plan, and the creation of project schedules. This level of involvement in the preconstruction process will allow the team to hit the ground running once construction begins. During construction, Don will be responsible for managing all on-site Trade Partners and will ensure that your projects are built on or ahead of schedule and to CORE's highest standards of Operational Excellence.

EXPERIENCE

35 years of industry experience

CERTIFICATIONS

OSHA 30-Hours
NAVFAC QCM Certified

ASU EDC HVAC and Roofing Replacement
Arizona State University

ASU Sun Devil Fitness Complex Skylight Replacement
Arizona State University

ASU ECB Rooftop HVAC Replacement
Arizona State University

Horizon High School Locker Room Renovations
Paradise Valley Unified School District

Paradise Valley High School Locker Room Renovations
Paradise Valley Unified School District

REFERENCES

Marion Singelton | Arizona State University | P: 480-205-7297

Les Thompson | Paradise Valley School District | P: 602-494-0800

JOHN LAPORTE

SAFETY DIRECTOR

As CORE's Safety Director, John is committed to the safety of each person on-site. He oversees all processes and procedures in place, from project planning through warranty and close out, to ensure that safety is at the forefront of every phase of every project. John will be CORE's Safety Director for contracting operations, tradesmen safety, and Trade Partner compliance. He provides on-site management to enforce OSHA and CORE safety requirements and best practices.

CERTIFICATIONS: OSHA Certified (500 & 510 Hours), USACE Construction Quality Management for Contractors, AGC Safety Leadership Course, ASSE CHST Preparatory, D.O.S.H. Underground Safety Representative, American Red Cross First Aid and CPR/AED Certified, Construction Health & Safety Technician Certification (CHST)

EXPERIENCE

28 years of industry experience

EDUCATION

U.S. Army

ACU Residence Halls
Abilene Christian University

Owen Arts & Greer Garson Theatre
Southern Methodist University

Collin College Public Safety Training Facility
Collin College

TWU Fitness Center
Texas Woman's University

Pennington Student Achievement Center
University of Nevada, Reno

Center for Theatre and Dance
Millikin University

Great Basin Hall
University of Nevada, Reno

Dandini Sports and Health Complex
Truckee Meadows Community College

CONSTRUCTION MANAGERS

CORE's Construction Managers will be devoted to serving CCOG/Equalis's vision, and delivering successful projects. They are well-versed on all operations objectives, and work efficiently to guarantee adherence to all construction procedures and field duties. They will manage daily project progress, effectively communicating with all parties to ensure that each project is completed on time, within budget, and at the highest quality.

JAMES NORWINE

Certifications: OSHA 30-Hour | CPR/First Aid
Years in Industry: 8 years
Experience: Smithfield Middle School Gymnasium | Birdville ISD
Reference: Ryan Brantley | Komatsu | P: 817-710-1388

RICHARD HYATT

Certifications: OSHA 30-Hour | CPR/First Aid
Years in Industry: 7 years
Experience: Power Plant 1 Upgrade | Stephen F. Austin University
Reference: Jessica DeWitt | Stephen F. Austin | P: 936-468-4807

SUPERINTENDENTS

CORE's Superintendents will be responsible for all daily site supervision, coordination, and scheduling of all Trade Partners throughout construction and close out. They excel in problem solving and are proactive in the management of jobsite activities. They will provide hands-on skills and leadership in the field, serving as the liaison to our Trade Partners and ensuring all projects are completed to the highest quality standards and in a safe, efficient manner.

ELIJAH WILSON

Certifications: OSHA 30-Hour | CPR/First Aid
Years in Industry: 10 years
Experience: Sidewalk Foundation Repair | Collin College
Reference: Sterling Roberts | Pipe and Supply | P: 310-613-7241

VICTOR WILSON

Certifications: OSHA 30-Hour | RS Means Certified | CPR/First Aid
Years in Industry: 30 years
Experience: Sage Hall 2nd Floor Upgrades | University of North Texas
Reference: James Calaway | University of North Texas | P: 940-369-8222

DILLION STEVEN

Certifications: OSHA 10-Hour | CPR/First Aid
Years in Industry: 1 year
Experience: Preston Center Branch | Simmons Bank
Reference: Andy Reynolds | Texas Bank and Trust | P: 903-241-0400

JOSH JIMENEZ

Certifications: OSHA 10-Hour | OSHA 30-Hour | CPR/First Aid
Years in Industry: 23 years
Experience: Bishop Landing | University of Oklahoma
Reference: David Mayfield | Tarrant CCD | P: 817-515-6860

6. ADMIN & FEE & REPORTING

6.1. Admin & Fee & Reporting

6.1.1. Administrative Fee. *Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two point twenty-five percent (2.25%) based on the terms disclosed in the Attachment A – Sample Administration Agreement.*

☒ *Agree to proposed Administrative Fee*

☐ *Negotiate Administrative Fee. Provide additional information below if you opt to negotiate.*

6.1.2. Sales & Administrative Fee Reporting. *Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.*

CORE agrees to meet the above mentioned reporting requirement.

6.1.3. Self-Audit. *Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.*

We currently complete a two step internal review of all proposals, including unit book proposals to verify coefficient and line-item compliance. We also utilize the "PQN" portal on Equalis.com to guarantee accuracy on all projects/admin fee..

CCOG | equalis GROUP

ALTERNATIVE PROCUREMENT DELIVERY METHODS (APDM) FOR GENERAL CONTRACTING SERVICES

RFP # COG-2132 | REQUIRED FORMS

MAY 19, 2022 @ 3PM | *ELECTRONIC*

6320 Research Road
Frisco, TX 75033
www.coreconstruction.com

CORE

PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged usiness enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**
Respondent certifies that this firm is an MWBE: ☐ Yes ☒ No
List certifying agency:

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE")**
Respondent certifies that this firm is a SBE or DBE: ☐ Yes ☒ No
List certifying agency:

c. **Disabled Veterans Business Enterprise (DVBE)**
Respondent certifies that this firm is an DVBE: ☐ Yes ☒ No
List certifying agency:

d. **Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is an HUB: ☐ Yes ☒ No
List certifying agency

e. **Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is an HUBZone: ☐ Yes ☒ No
List certifying agency:

f. **Other**
Respondent certifies that this firm is a recognized diversity certificate holder: ☐ Yes ☒ No
List certifying agency:

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

(The rest of this page is intentionally left blank)

State	License Class	License No.
Alabama	BC	46946
Arizona	B-01	069786
Arizona	A	110343
Arizona	B	199920
California	B	954885
Colorado	N/A	No License Required
Florida	CGC	1516489
Florida	CGC	43320
Georgia	GCQA	003427; 003325
Georgia	GCQA	A003334; A003437
Iowa	N/A	None Required
Idaho	RCE	41083
Idaho	Unlimited	025816
Illinois	N/A	None Required
Indiana	N/A	Registered Public Works Contractor
Louisiana	N/A	54378; 884216; 250681
Michigan	N/A	No License Required
Mississippi	N/A	21807-MC
Missouri	N/A	No License Required
North Carolina	Unlimited	77604
Nevada	Corporation	0077142; 0006144A
New Mexico	GB98	372635
Ohio	N/A	No License Required
Oklahoma	N/A	No License Required
South Carolina	Unlimited	G120463
Tennessee	Unlimited	00067481
Texas	N/A	No License Required
Utah	B100	8530400-5501
Washington	CC-01	CORECCM820JK
Wisconsin	N/A	None Required

PROPOSAL FORM 4
CERTIFICATIONS AND LICENSES

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH October 31, 2023
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT

CORE Construction Inc

CONTRACTORS LICENSE NO ROC 069786 CLASS B-1

General Commercial
General Commercial Contractor

THIS CARD MUST BE PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

Ron DeSantis, Governor
Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ELLIOTT, BRENT R
CORE CONSTRUCTION SERVICES OF FLORIDA LLC
8027 COOPER CREEK BLVD., SUITE 110
UNIVERSITY PARK FL 34201

LICENSE NUMBER: CGC1512883
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH October 31, 2023
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT

CORE Construction Inc

CONTRACTORS LICENSE NO ROC 110343 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CORE Construction, Inc.

is an entity formed or registered under the law of Arizona . has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191856593 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/24/2019 that have been posted, and by documents delivered to this office electronically through 10/25/2019 @ 11:24:30 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/25/2019 @ 11:24:30 in accordance with applicable law. This certificate is assigned Confirmation Number 11876670 .

Secretary of State of the State of Colorado

********************End of Certificate********************

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

File Number 5691-171-5

STATE OF ILLINOIS
OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

CORE CONSTRUCTION SERVICES OF ILLINOIS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 16, 1992, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 1ST *day of* JULY *A.D.* 2021 .

SECRETARY OF STATE

PROPOSAL FORM 4
CERTIFICATIONS AND LICENSES

State of Indiana
Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

CORE CONSTRUCTION INDIANA, LLC

duly filed the requisite documents to commence business activiites under the laws of the State of Indiana on April 17, 2013, and was in existence or authorized to transact business in the State of Indiana on June 10, 2016.

I further certify this Domestic Limited Liability Company has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place.

SEAL OF THE STATE OF INDIANA 1816

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 10, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

2013041700396 / 201633502
Verify this certificate:https://bsd.sos.in.gov/ValidateCertificate

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1/26/22, 10:33 AM CORE CONSTRUCTION SERVICES, L.L.C. Details

600 North Street, Baton Rouge 70802 (225) 765-2301 Text-To-Verify: 1 (855) 999-7896

Louisiana State Licensing Board for Contractors

Contractor Information

Business Name	CORE CONSTRUCTION SERVICES, L.L.C.
Mailing Address	6320 Research Road Frisco, TX 75033
Phone Number	(972) 668-9340
Fax Number	(504) 733-2214
Email Address	shawnglasser@ccg-services.com
Website	[illegible]

Active Licenses

License Number	54378
Type	Commercial License
Status	LICENSED
Effective	09/23/2021
Expiration	09/22/2024
First Issued	09/22/2010
License Number	884216
Type	Residential License
Status	LICENSED
Effective	01/27/2022
Expiration	01/26/2023
First Issued	01/26/2017
License Number	250681
Type	Mold Remediation License
Status	LICENSED
Effective	03/20/2019
Expiration	03/06/2022
First Issued	03/06/2017

Classifications

Class	Qualifying Party	Parishes
BUILDING CONSTRUCTION	Gary Lee Ware	ALL
BUSINESS AND LAW	Dennis Matthew Hoffman	ALL
BUSINESS AND LAW	Lucas Schutte	ALL
BUSINESS AND LAW	Lucas Schutte	ALL
MOLD REMEDIATION CONTRACTOR	Lucas Schutte	ALL
RESIDENTIAL BUILDING CONTRACTOR	Lucas Schutte	ALL
UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW SEMINAR	Lucas Schutte	ALL

STATE OF MISSOURI

Robin Carnahan
Secretary of State

CERTIFICATE OF REGISTRATION
FOREIGN LIMITED LIABILITY COMPANY

WHEREAS,

WALTON CONSTRUCTION - A CORE COMPANY, LLC
FL1056017

Using in Missouri the name

WALTON CONSTRUCTION - A CORE COMPANY, LLC

and existing under the laws of the State of Louisiana has filed with this state its Application for Registration and whereas this Application for Registration conforms to the Missouri Limited Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, by virtue of authority vested in me by law, do hereby certify and declare that on the 15th day of September, 2010, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 15th day of September, 2010.

Robin Carnahan
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Deputy Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for Core Construction Services of Texas, Inc. (file number 116978900), a Domestic For-Profit Corporation, was filed in this office on October 18, 1990.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 28, 2021.

THE STATE OF TEXAS

Jose A. Esparza
Deputy Secretary of State

PROPOSAL FORM 4
CERTIFICATIONS AND LICENSES

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

954885 CORP

CORE CONSTRUCTION INC DBA
CORE CONSTRUCTION MANAGEMENT

B

11/30/2022 www.cslb.ca.gov

Secretary of State
Certificate of Status

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

Entity Name:	CORE CONSTRUCTION, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS CORE CONSTRUCTION MANAGEMENT
File Number:	C3311003
Registration Date	08/06/2010
Entity Type:	FOREIGN STOCK CORPORATION
Jurisdiction:	ARIZONA
Status:	ACTIVE (GOOD STANDING)

As of October 3, 2020 (Certification Date), the entity is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of October 4, 2020

ALEX PADILLA
Secretary of State

Certificate Verification Number: RM8WAMR

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at [illegible]

Brad Little
Governor

State of Idaho
Division of Building Safety
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

025816 - UNLIMITED - 3-5
License Number

03/10/2016
Original License Issued

This is to certify that
CORE WEST INC
has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45 and is hereby granted this certificate

This license expires: 05/31/2022

Licensee Signature

Ron Whitney, Administrator

Division of Occupational and Professional Licenses
Department of Self Governing Agencies
The person named has met the requirements for registration and is entitled under the laws and rules of the State of Idaho to operate as a(n)

REGISTERED ENTITY CONTRACTOR

CORE CONSTRUCTION SERVICES OF NEVADA INC
SETH MAURER, ET AL
7150 CASCADE VALLEY COURT
LAS VEGAS NV 89128

Russell S. Barron	RCE-41083	01/14/2022
Division Admin	Number	Expires

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

CORE West, Inc.

Nevada Business Identification # NV19861002524
Expiration Date: 02/28/2023

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.
Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.
License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 01/06/2022.

BARBARA K. CEGAVSKE
Secretary of State

Certificate Number: B202201062288082
You may verify this certificate online at http://www.nvsos.gov

---

STATE OF UTAH
DEPARTMENT OF COMMERCE
ACTIVE LICENSE

Core Construction Services of Nevada Inc
7150 CASCADE VALLEY CT
LAS VEGAS NV 89128

EFFECTIVE	EXPIRATION
11/30/2015	11/30/2023

PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is "unresolved" at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under O.R.C. Chapter 9.24 prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

☐ Yes

☒ No

Proposal Form 6: Mandatory Disclosures

1. ***Mandatory Contract Performance Disclosure.***

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. N/A

2. ***Mandatory Disclosure of Governmental Investigations.***

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. N/A

Proposal Form 7: Mandatory Supplier & Proposal Certifications

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, Mark Steffen, hereby certify and affirm that CORE Construction, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the Unites States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, Mark Steffen, hereby certify and affirm that CORE Construction, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard *(as opposed to a record keeping or administrative standard)* in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, Mark Steffen, hereby certify and affirm that *CORE Construction,* is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, Mark Steffen, hereby certify and affirm that *CORE Construction* either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Mark Steffen, hereby affirm that this proposal accurately represents the capabilities and qualifications of *CORE Construction,* and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. *(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)*

PROPOSAL FORM 8: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature: ______________________

Printed Name: Mark Steffen

Company Name: CORE Construction

Mailing Address: 6320 Research Road, Frisco, TX 75033

Email Address: marksteffen@ccg-services.com

Job Title: CFO

PROPOSAL FORM 9: DEBARMENT NOTICE

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

Respondents Name: Mark Steffen

Mailing Address: 6320 Research Road, Frisco, TX 75033

Signature

Title of Signatory: CFO

PROPOSAL FORM 10: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars ($100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature: ______________________

Date: May 19, 2022

PROPOSAL FORM 11: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *Contractor's Employment Eligibility*

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Bidder complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. *Fingerprint & Criminal Background Checks*

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors, and their employees shall not provide services on school district properties until authorized by the district.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature: Mark S[signature]

Date: May 19, 2022

PROPOSAL FORM 12: BOYCOTT CERTIFICATION

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree? (Initials of Authorized Representative)

Proposal Form 13: Federal Funds Certification Forms

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Supplier Partner Violation or Breach of Contract Terms*

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars ($150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which mut be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? Mark S.
(Initials of Authorized Representative)

2. *Termination for Cause or Convenience*

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars ($10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? Mark S
(Initials of Authorized Representative)

3. *Equal Employment Opportunity*

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? Mark S
(Initials of Authorized Representative)

4. *Davis-Bacon Act*

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars ($2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? Mark S
(Initials of Authorized Representative)

5. ***Contract Work Hours and Safety Standards Act***

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars ($100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree? Mark S

(Initials of Authorized Representative)

6. ***Right to Inventions Made Under a Contract or Agreement***

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? Mark S

(Initials of Authorized Representative)

7. ***Clean Air Act and Federal Water Pollution Control Act***

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars ($150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? Mark S

(Initials of Authorized Representative)

8. ***Debarment and Suspension***

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? Mark S
(Initials of Authorized Representative)

9. ***Byrd Anti-Lobbying Amendment***

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars ($100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? Mark S
(Initials of Authorized Representative)

10. ***Procurement of Recovered Materials***

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars ($10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars ($10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree? Mark S

(Initials of Authorized Representative)

11. *Profit as a Separate Element of Price*

For purchases using federal funds in excess of one hundred fifty thousand dollars ($150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? Mark S

(Initials of Authorized Representative)

12. *Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment*

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? Mark S

(Initials of Authorized Representative)

13. *Domestic preferences for procurements*

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? Mark S

(Initials of Authorized Representative)

14. *General Compliance and Cooperation with Members*

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? Mark S
(Initials of Authorized Representative)

15. *Applicability to Subcontractors*

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? Mark S
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature: Mark S

Printed Name: Mark Steffen
Company Name: CORE Construction
Mailing Address: 6320 Research Road, Frisco, TX 75033
Job Title: CFO

Proposal Form 14: Arizona Contractor Requirements

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than $2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..." every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed $10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree? Mark S
(Initials of Authorized Representative)

Date: _ May 19, 2022

Proposal Form 15: New Jersey Requirements

In the event the Awarded Suppliers desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that would need to be completed so that the public agency is in compliance with local requirements for working with a supplier through a cooperative contract.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. ***Ownership Disclosure Form (N.J.S. 52:25-24.2)***

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name:	**Mark Steffen**
Street:	**6320 Research Road**
City, State, Zip Code:	**Frisco, TX 75033**

Complete as appropriate:

I, Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, Mark Steffen, an authorized representative CORE Construction, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature: ______________________

Date: May 19, 2022

PROPOSAL FORM 15
NEW JERSEY REQUIREMENTS

B. *Non-Collusion Affidavit*

Bidder Name: CORE Construction

Street Address: 6320 Research Road

City, State Zip: Frisco, TX 75033

State of New Jersey

County of COLLIN

I, Mork Steffen of the Frisca in the Caunty af Callin, State af Texas af full age, being duly swarn accarding ta law an my aath depase and say that:

I am the CFO af the firm af CORE Canstructian the Bidder making the Prapasal far the goods, services ar public wark specified under the Harrisan Tawnship Baard af Educatian attached prapasal, and that I executed the said prapasal with full autharity ta da sa; that said Respandent has not directly ar indirectly entered inta any agreement, participated in any callusian, ar atherwise taken any actian in restraint af free, competitive bidding in cannection with the abave prapasal. and that all statements contained in said bid prapasal and in this affidavit are true and carrect, and made with full knawledge that the Harrisan Tawnship Baard af Education relies upan the truth af the statements cantained in said bid prapasal and in the statements cantained in this affidavit in awarding the cantract far the said gaads, services ar public wark.

I further warrant that na persan ar selling agency has been emplayed ar retained ta salicit ar secure such cantract upan an agreement ar understanding far a cammissian, percentage, brakerage ar cantingent fee, except bana fide emplayees ar bana fide established cammercial ar selling agencies maintained by

Authorized signature: Mark S

Job Title: CFO

Subscribed and sworn before me

this 19th day of May, 20 22

Melissa Partida McDonald

Notary Public of Texas

My commission expires 9/11, 20 23

MELISSA PARTIDA McDONALD
Notary Public State of Texas
Comm. Expires 09-11-2023
Notary ID# 12536217-8

C. *Affirmative Action Affidavit (P.L. 1975, C.127)*

Company Name: CORE Construction

Street Address: 6320 Research Road

City, State, Zip Code: Frisco, TX 75033

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. *A photo copy of their Federal Letter of Affirmative Action Plan Approval*

   OR

2. *A photo copy of their Certificate of Employee Information Report*

   OR

3. *A complete Affirmative Action Employee Information Report (AA302)*

Public Work – Over $50,000 Total Project Cost:

X *No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education*

☐ *Approved Federal or New Jersey Plan – certificate enclosed*

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature: Mark S

Title of Signatory: CFO

Date: May 19, 2022

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative
Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Mark S

Signature of Procurement Agent

D. *C. 271 Political Contribution Disclosure Form*

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
   a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
   b) A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
   c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
   d) The form may be used "as-is", subject to edits as described herein.
   e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
   f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee[*]
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: **This section does not apply to Board of Education contracts.**

[1] N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	CORE Construction		
Address:	6320 Research Road		
City:	Frisco	State: TX	Zip:75033

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Mark Steffen	CFO
Signature of Vendor	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	**Recipient Name**	**Date**	**Dollar Amount**
N/A			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](WWW.NJ.GOV/DCA/LGS/P2P) **A COUNTY-BASED, CUSTOMIZABLE FORM.**

E. ***Stockholder Disclosure Certification***

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☒ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name

PROPOSAL FORM 16: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

☒ We take no exceptions/deviations to the general terms and conditions

*(**Note**: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

Click or tap here to enter text.

*(**Note**: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

PROPOSAL FORM 17: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

☒ Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement**.

☐ Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 18: MASTER AGREEMENT SIGNATURE FORM

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	CORE Construction
Address	6320 Research Road
City/State/Zip	Frisco, TX 75033
Phone Number	972-668-9340
Email Address	marksteffen@ccg-services.com
Printed Name	Mark Steffen
Job Title	CFO
Authorized Signature	Mark S

Initial Term of the Master Agreement

Contract Effective Date: July 1, 2022

Contract Expiration Date: June 30, 2026

Contract Number: COG-2132A

*(**Note**: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)*

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

By: Scott A. Morgan
Scott A. Morgan (Jun 8, 2022 15:12 EDT)
Name: Scott A. Morgan
As: CCOG Board President
Date: Jun 8, 2022

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: Eric Merkle
Name: Eric Merkle
As: SVP, Procurement & Operations
Date: Jun 8, 2022

RFP - CCOG APDM (RFP Response - CORE) - reduced

Final Audit Report 2022-06-08

Created:	2022-06-08
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA80n0NjN0e4WjODzCYFkPYGDd5jsxEWTs

"RFP - CCOG APDM (RFP Response - CORE) - reduced" History

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2022-06-08 - 7:12:11 PM GMT