

**JOB ORDER MASTER AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CORE CONSTRUCTION, INC.**

THIS JOB ORDER MASTER AGREEMENT (this "Contract") is entered into as of March 19, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and CORE Construction, Inc., a(n) Arizona corporation (the "Contractor").

RECITALS

A. The Town issued a Request for Qualifications, CS2019-006, Construction Services (the "RFQ"), a copy of which is on file in the Town Clerk's Office and incorporated herein by reference, seeking statements of qualifications from vendors for construction and related services.

B. The Contractor submitted a Statement of Qualifications (the "SOQ") in response to the RFQ, attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for Construction Services (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Contract. This Contract shall be effective as of the date first set forth above and shall remain in full force and effect for one year with up to four (one) year renewable options.

2. Job Order Master Contract Process.

2.1 Indefinite Delivery and Quantity. This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Construction Services within the scope of this Contract as Town may request from time to time by issuance of an individual Job Order for each Project. Unless otherwise specified in a specific Job Order, Job Orders will generally include Design Services and where Design Services are necessary, Town will contract for those services separately. A separate Job Order will be issued for each Project describing the specific Work to be performed by the Contractor for that Project. There may be multiple Projects, and, therefore, multiple Job Orders, under this Contract.

2.2 Non-Exclusive Contract. Town shall have the right to perform work of the types included in this Contract itself or to have other Contractors perform such work. In addition, as to any Job Order, Town may elect to have Design Services provided by Town's internal

consultants or by independent Design Professionals. Such action by Town shall not constitute a breach or otherwise violate this Contract.

2.3 No Obligation for Town. This Contract does not obligate or require Town to offer any Job Order to Contractor and no Contract will exist for any specific Work until a Job Order for such Work has been fully executed by Town and Contractor.

2.4 Scope of Work Under This Contract. This Contract is for a broad range of maintenance, repair and minor construction work on real property. The scope of this Contract will be to provide construction services, including minor associated incidental design services, for a broad range of Town renovation and construction projects and will include a variety of trades as set forth on Exhibit B.

2.5 Contract Price for Each Job Order. The amount to be paid by Town for the Project under each Job Order is the Contract Price for the Job Order. The Contract Price includes the Contract Price for the Work. The Contract Price for any Job Order may be a Fixed Price or a Guaranteed Maximum Price (GMP), subject to the following:

A. The cumulative sum of the Job Orders performed by Contractor during any twelve (12) month period shall not exceed \$125,000.00.

B. There is no limit on the number of Job Orders that Town may issue to Contractor during any twelve (12) month period of this Contract or during the entire period this Contract is in effect.

C. Contractor may not refuse any Job Order under this Contract properly issued by Town, unless Contractor explains, in writing and to Town's satisfaction, that the scope of work under a specific Job Order is poorly defined or hazardous to health or safety.

2.6 Job Order Format. Each Job Order shall be in the form attached as Exhibit C hereto and shall not be effective or binding until fully executed by all parties.

2.7 Job Order Development. The general steps for development of a Job Order are:

A. When Town identifies a need for performance of a Project under a Job Order, Town will issue a request to Contractor and also advise Contractor of the nature of the Work to be done. At the same time, Town will advise the Contractor if Design Services are required and how those services will be provided. Within two (2) working days of receipt of this notification, or such other time as set by Town, Contractor will:

- (i) Visit the proposed site of the Project with Town designated representatives; and
- (ii) Arrange with Town to further define the scope of the needed Project.

B. Contractor will thoroughly acquaint itself with all available information concerning the conditions of the Work under each Job Order and is responsible for correctly and fully estimating the difficulty of performing the Work, the actions required to perform the Work and the cost of successfully performing the Work under each Job Order.

C. Town will arrange for any needed Design Services to produce the Drawings and Specifications, with a copy to Town and a copy to Contractor. Design Services will not begin until the scope of Design Services is approved by Town. The Drawings and Specifications developed as part of the Design Services are subject to approval by Town. If there are no Design Services required for a specific Job Order, Town will develop Drawings and Specifications consisting of a line drawing and a written description of the contemplated Work.

D. Upon establishment of the scope of Work needed for a Project, Contractor will prepare its proposal for accomplishment of the Project under either a Fixed Price or a Guaranteed Maximum Price (GMP), as in a form and substance determined by Town. GMP (Open Book) pricing shall consist of direct job cost, project-specific general conditions, general and administrative cost, profit, Bond cost and sales tax will be added to Open Book pricing for total Job Order Cost.

2.8 Issuance of Job Orders. The Town Representative will compare the Contractor's Job Order Proposal with Town's estimate, schedules and other requirements, and then, if the Town Representative determines it is in the best interest of Town, arrange a meeting with Contractor, at which time the Contractor's Job Order Proposal will be discussed and negotiated. If the Town Representative determines that it is in the best interest of Town, Town shall then issue a completed Job Order, in the form attached as Exhibit C, to Contractor for execution.

### 3. Performance of the Work.

3.1 Specifications. The Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, current edition ("MAG Specifications"), Maricopa Association of Governments, Standard Details for Public Works Construction, current edition ("MAG Details"), have been adopted by Town and shall apply to the Work, to the extent applicable. In addition, to the extent Town has adopted its own Town Specifications, and/or Supplements and/or Modifications to the MAG Specifications or MAG Details (collectively the "Town Specifications"), those Town Specifications shall apply to the Work when and where appropriate and the Contractor shall fully comply therewith. Any questions or concerns about the applicability of any specific MAG or Town Specifications to the Work shall be directed in writing to the Project Engineer. The MAG Specifications, MAG Details and Town Specifications are incorporated into the Contract.

3.2 Coordination. Contractor shall be responsible for coordinating the performance of the Work with the Project Engineer, Project Manager, Engineering Department and other departments or agencies within Town, the design professionals and other contractors involved in the Project. Contractor shall also cooperate with Town in communicating with,

obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings.

3.3. Inspection/Reporting. Before starting the Work, the Contractor shall carefully study and compare the various plans, drawings, other Contract Documents, and Specifications relative to that portion of the Work, as well as the information furnished by Town, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to Town in such form as Town may require. The Contractor shall be liable to Town for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents if the Contractor, with the exercise of reasonable care should have recognized such error, inconsistency, omission or difference and fails to report it to Town. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the work installed by other contractors, is not guaranteed by Town. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its work with existing or other work, Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by the Contractor without any increase in the Contract Price. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to Town, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

3.4. Extra Work/Changes in the Work/Approvals. Town reserves the right to make such changes in the plans and specifications for the Work, within the general scope thereof, as it may deem appropriate and any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated herein.

A. Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by Town, has been executed by Town prior to starting the additional work; on all such Change Orders and Extra Work Orders, Contractor shall specify the increased and/or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order or Extra Work Order. In no event, however, will the Contractor be entitled to collect for overhead and profit for such changes more than the percentages of Contractor's actual and direct cost incurred in such change as set forth in the corresponding Change Order. If additional work is performed on the basis of an Extra Work Order, a corresponding Change Order shall be prepared, approved and processed by Town before payment can be made to Contractor.

B. Upon request by Town, Contractor shall submit for Town's prior approval all samples, product data, shop drawings on all materials, systems and equipment to be incorporated into the Work.

C. The Project Manager shall be designated by the Town. All communications concerning performance of the Work or the Project shall be provided to the designated Project Manager, who has the authority to act on behalf of Town, as delineated and limited by the Contract Documents and applicable law. The Project Manager has no authority to bind Town or Town Council in contravention of any Town Code, State or Federal statute or regulation, or this Contract. Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor, but e-mail communications are not binding upon Town and cannot change the terms of the Contract or the scope of Work or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

3.5. Time/Float. Contractor shall strictly comply with the Project schedule approved in writing by Town (the "Contract Time"). The Contract Time shall start with the Notice to Proceed and end with final acceptance of the Work. Contractor shall commence performance of the Work and complete the Project through both substantial completion and final acceptance within the Contract Time, and failure to do so shall be a material breach of the Contract.

A. Time is of the essence of the Contract, for the Project, for the Work, and for each phase and/or designated milestone thereof.

B. No modification to the Contract Documents or the Contract Time shall be effective unless approved in writing, in advance, by Town.

C. The total float time within the overall schedule is for the exclusive use of Town, but Town may approve Contractor's use of float as needed to meet contract milestones and the Project completion date.

4. Payments. Payments shall be made as follows:

4.1 Progress Payments.

A. Progress billings will be processed monthly starting upon Project commencement.

B. Contractor billings shall be submitted on Contractor's typical invoice form.

C. A list of all suppliers (including name, contact information and phone numbers) to be used by Contractor must be received and approved by Town, prior to release of Contractor's monthly progress payment. Town's approval of Contractor's suppliers shall not release Contractor from any of its obligations under this Contract, including without limitation, Contractor's indemnification, and insurance obligations.

D. If required by Town, Contractor will be required to execute an Unconditional Waiver and Release on Progress Payment or Unconditional Waiver and Release on final payment contemporaneously with the receipt of partial or final payments, or other form of acknowledgment of payment and/or release of claims as required by Town,

as well as unconditional lien waivers executed by subcontractors and/or suppliers who have provided labor, materials, or rental equipment to Contractor. Payments of any amounts covered by any conditional lien waivers may, at Town's sole discretion, be made by joint check issued to the Contractor and the subcontractor or supplier.

E. Contractor shall submit all other supporting documentation substantiating its Invoice as may be reasonably required by the Engineer, Project Manager, Town, and applicable laws.

4.2 Final Payment. Final payment including retainage shall be paid only after: (i) the Work has been fully completed (including completion of all incorrect or incomplete work items) and accepted by Town and Engineer; (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings, plans and specifications have been delivered to Town; (iii) if required by Town, full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Town; (iv) all conditions and requirements imposed by Town or any financing entity for the corresponding disbursement have been met; and (v) Contractor delivers to Town an Invoice requesting payment. The Contract number must be referenced on all invoices.

4.3 Town's Right to Withhold Payment. Town may withhold payment to such extent as may be necessary in Town's opinion to protect Town from loss for which the Contractor is responsible, including, without limitation:

- A. defective Work not remedied;
- B. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to Town is provided by the Contractor;
- C. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- D. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- E. damage to Town or another contractor;
- F. reasonable evidence that the Work will not be completed within the Contract Time set forth in Exhibit B (or otherwise by Town), and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- G. persistent failure to carry out the Work in accordance with the Contract Documents.

4.4 Joint/Direct Checks. Payments to Contractor may be made by checks payable jointly to Contractor and its employees, agents, subcontractors and suppliers, or any of them, and when in the sole opinion of Town it is advisable, payments may be made directly to

Contractor's subcontractors and any amount so paid shall be deducted from the amounts owed to Contractor under this Contract.

4.5 Payment Not A Waiver. No payment (nor use or occupancy of the Project by Town) shall be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of Town.

4.6. Liens and Bond Claims. Contractor shall make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and shall promptly furnish evidence of such payments as Town may require. Contractor shall pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of Town, or against payments due from Town to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of Town, against payment due from Town to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claims. In addition, Contractor agrees to defend, indemnify, and hold harmless Town from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for Work performed.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, without limitation, all of Contractor's applicable licenses issued by the Arizona Registrar of Contractors. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set

forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.

9. Work Standards, Warranties and Correction of Work. All materials and other items incorporated into the Work shall be new, and all Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans, specifications, schedules, Contract Documents and all other terms and conditions of the Contract.

9.1 Express Warranties. Within fourteen (14) days of the completion of the Work (or at such earlier time as requested by Town), Contractor shall execute and deliver to Town all warranties regarding the Work required by the Project plans and specifications. These warranties shall be in form and content satisfactory to Town, and any other person reasonably requested by Town, or Town's lender(s).

9.2 Standard Warranty. In the absence of any requirement for warranties in the Project specifications, Contractor hereby warrants that the Work shall be free of any defects in quality or workmanship for a period of two (2) years after the date of completion and acceptance of the Project by Town.

9.3 Correction of Work. The Contractor shall promptly correct Work rejected by the Project Engineer, Project Manager, or Town as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of (two) 2 years after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. If the Contractor fails to correct nonconforming Work within a reasonable time, Town may correct it and the Contractor shall reimburse Town for the cost of correction.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do

business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with

respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

#### 11.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Contractor of written notice by the Town. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations

by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Contractor, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Contractor shall be relieved of any subsequent obligation under this Agreement.

12.7. Upon any termination of the Contract, no further payments shall be due from Town to Contractor unless and until Contractor has delivered to Town any and all documentation required to be maintained by Contractor or provided by Contractor to Town.

12.8. Under no circumstances shall Town have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or loses.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the Services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work

as set forth in Section 2 above and in Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

13.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:           Town of Fountain Hills  
                                  16705 East Avenue of the Fountains  
                                  Fountain Hills, Arizona 85268  
                                  Attn: Grady E. Miller, Town Manager

With copy to: Town of Fountain Hills  
4711 East Falcon Drive, Suite 111  
Mesa, Arizona 85215  
Attn: Aaron D. Arnson, Town Attorney

If to Contractor: CORE Construction, Inc.  
3036 East Greenway Road  
Phoenix, Arizona 85032  
Attn: Todd Steffen, President

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 13.17 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant

to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

13.18 Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

13.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Contractor's SOQ, the documents shall govern in the order listed herein.

13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

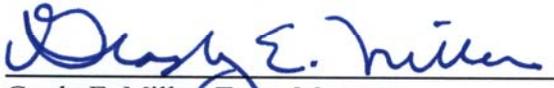
13.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

13.22 Special Provisions. The Contract created by this request and the resulting request for qualifications will automatically renew for up to four successive one-year terms, unless the Vendor notifies the Town in writing of its desire to terminate the Contract. If extended, the then-current prices shall be applicable during the subsequent renewal year unless the Vendor notifies the Town in writing of any rate increase and the Town approves the increase with an authorized signature, prior to the end of the then-current term.

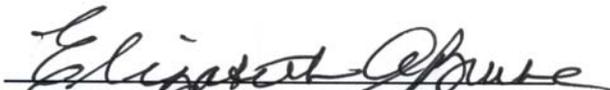
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

  
Grady E. Miller, Town Manager

ATTEST:

  
Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

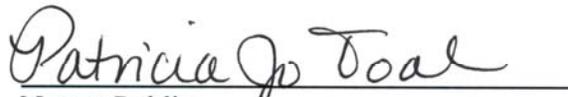
  
Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF MARICOPA )

On March 26, 2019, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]



EXHIBIT A  
TO  
JOB ORDER MASTER AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CORE CONSTRUCTION, INC.

[SOQ]

See following pages.



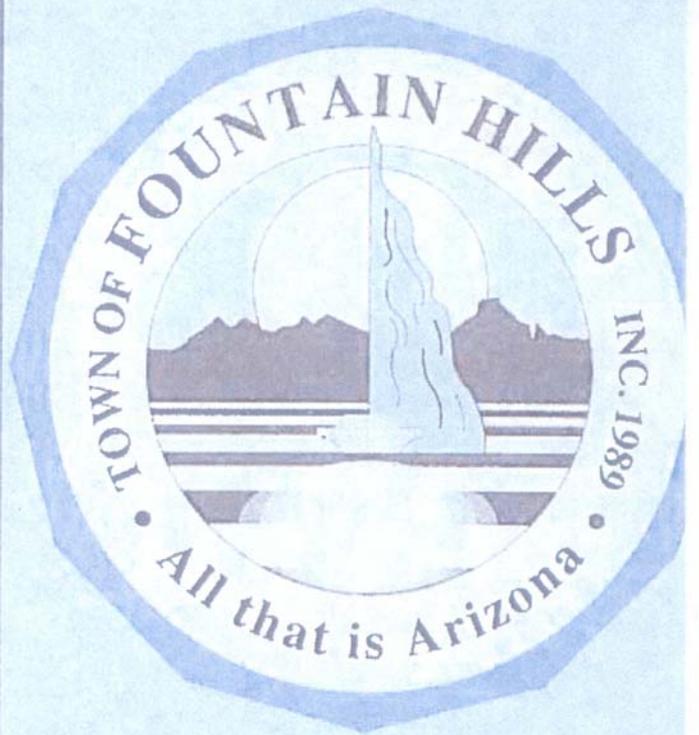
# GENERAL CONSTRUCTION SERVICES

Statement of Qualifications  
General Construction Services

Solicitation No. CS2019-006  
January 7, 2019 | Due: 10:00AM

**CORE**

COPY



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CORE Construction, Inc.  
3036 East Greenway Road  
Phoenix, AZ 85032  
P: 602-494-0800 | F: 602-494-9481  
www.coreconstruction.com

January 7, 2019

(1) Cover Letter

Town of Fountain Hills  
c/o Mr. Kevin Snipes and Ms. Rachael Goodwin  
16705 East Avenue of the Fountains  
Fountain Hills, AZ 85268



RE: GENERAL CONSTRUCTION + JOB ORDER CONTRACT SERVICES  
Solicitation No.: CS2019-006

Dear Mr. Snipes, Ms. Goodwin and the Selection Committee Members:

CORE Construction, Inc. (CORE) is pleased to submit our Statement of Qualifications to perform General Construction Services and Job Order Contract for the Town of Fountain Hills. CORE truly appreciates this opportunity to share our mission, experience, processes and qualifications on Job Order Contracting (JOC) Programs with you. We offer a proven team of construction professionals with significant JOC experience. Our team is available and eager to provide exceptional JOC services for Town of Fountain Hills (Town).

**Below are a few reasons why CORE is uniquely qualified to exceed the Town of Fountain Hill's expectations:**

- **DEDICATED JOC TEAM** - CORE's JOC Division is 100% dedicated to being experts in the field and providing exceptional Job Order Contracting Services. Our JOC Division works around the clock to serve our clients by providing quick response times, qualified subcontractors, accurate estimates, trained professionals and quality construction, all of which are essential to successful JOC Operations. These professional services have led to CORE completing all awarded JOC projects within their defined critical path schedule.
- **JOC EXPERIENCE** - CORE has delivered more than \$125 million worth of Job Order Contracting services, totaling over 800 job orders, to Owners in Arizona's public sector. These job orders involved vertical and horizontal construction, and ranged in size and complexity from emergency repair and preventative maintenance to new build. The majority of task orders were completed by repeat clients, serving as a testament to our quality of work and commitment to client satisfaction.
- **CLIENT SERVICES** - We are dedicated to earning the trust of our clients through adherence to teamwork, our CORE values, and the mind-set that, "The Client Decides." We truly believe that a project's success is measured by customer satisfaction. CORE maintains open communication with all of our clients and make ourselves available 24/7. In addition, our JOC department has access to more than 65 Superintendents to ensure our team is prepared to respond immediately to job orders.

Our key personnel identified in this SOQ are available and excited about the possibility of working with the Town of Fountain Hills on this General Construction and Job Order Contracting Services Contract. Thank you for your careful review and consideration of our qualifications. Our entire team looks forward to this opportunity, and I am dedicated as your primary point-of-contact. I can be reached at 602-774-3919 or steffen.todd@coreconstruction.com, should you require any additional information and/or clarification.

Respectfully,

Todd Steffen  
President





(2) Provide Vendor identification information. Explain the vendor's legal organization including legal name, address, identification number and legal form of the Vendor (e.g. partnership, corporation, joint venture, limited liability company, sole proprietorship). Provide the name, address and telephone number the person to contact concerning the SOQ.

**Legal Name:** CORE Construction, Inc.  
**Address:** 3036 East Greenway Road - Phoenix, AZ 85032  
**Legal Organization:** 'S' Corporation  
**Contact:** Todd Steffen, President  
3036 East Greenway Road - Phoenix, AZ 85032  
602-494-0800; steffen.todd@coreconstruction.com

(3) Identify the location of the Vendor's principal office and the local work office, if different from the principal office.  
CORE Construction, Inc.'s principal office is located at 3036 East Greenway Road in Phoenix, AZ 85032.

(4) Provide a general description of the Vendor that is proposing to provide the Services, including the years in business.

**OUR HISTORY**

CORE Construction's rich history began in 1937 when Otto applied for a loan to start a masonry company. He had nothing to use as collateral except for his proven character and exemplary reputation. When the bank manager asked the loan ofcer why they should consider Otto's request, the ofcer simply replied, "I trust him." That response sparked the beginning of a successful, nationwide company that today operates in 16 locations with more than 1,200 employees, and yet still has a strong culture built on the same trust Otto started the company with in 1937.

**OUR MISSION**

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.

**OUR CULTURE**

Our Culture is described in three equally important parts: Team and Trust, CORE Values, and The Client Decides.



(5) Identify any contract or subcontract held by the Vendor or officers of the Vendor that has been terminated within the last five years. Briefly describe the circumstances and outcome.  
None.

(6) Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and outcome.  
None.

(7) Identify whether Vendor has been debarred by any federal, state or local government entity within the last five years, including the government entity, the circumstances of the debarment determination, whether the debarment is still in effect, and contact information for the debaring officer and officer.  
None.

(8) Vendor Information Form  
Please refer to the Appendix.



## TAB B | Experience and Qualifications of the Vendor

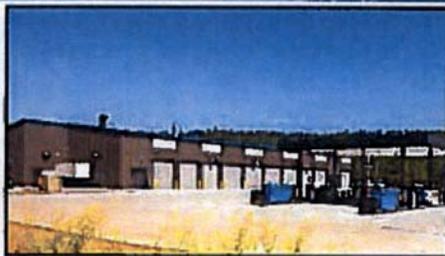
(1) Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size and in a similar climate to the Town within the past five (5) years, specifically relating experience with respect to Services.

CORE Construction holds a number of Job Order Contracts. In 2017, CORE put more than \$40 million worth of JOC services into place in Arizona. We are proud to have repeat clients who continue to request us for job orders, which serves as a testament to our quality workmanship and service. CORE has been in continuous operation in the Valley for more than 36 years. We pride ourselves on investing in professional development and cutting edge technology that enable us to be industry leaders.

Currently, CORE Construction, Inc. has 180 Active JOC projects in progress totaling over \$36,000,000. Those current projects span throughout municipalities, K-12 and higher education facilities statewide. CORE is currently collaborating with each individual project team generating and construction solutions for interior finish renovations, structural repairs, additions to existing facilities, site infrastructure and mechanical-electrical-plumbing upgrades. All of CORE's current JOC projects are being completed on occupied and operational campuses/sites.

Each individual JOC program is unique and has it's own challenges. One challenge our team has identified is the shortage of quality labor and craft workers. To overcome this, CORE has implemented Master Service Agreements with all subcontractors that perform work on projects. This allows our project management team and contract administration department to electronically issue subcontracts immediately upon selection. CORE is proud of the large number of successful projects completed in and around the State. This has allowed CORE to establish a deep base of pre-qualified subcontractors in the local community, as well as great working relationships leading to high quality of work for a reasonable price. By employing these pre-qualified subcontractors that are experienced both working in the the Fountain Hills area, and for CORE as the Job Order Contractor, our team is therefore able to commit to a timely delivery of each JOC project.

**Arizona's Most Experienced Job Order Contractor with over 900 JOC projects for Public Agencies in the last 5 years!**



(2) Vendor should demonstrate successful completion of at least three (3) similar projects within the past five (5) years. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

- (a) Name of company or organization.
- (b) Contact name.
- (c) Contact address, telephone number and e-mail address.
- (d) Type of services provided.
- (e) Dates of contract initiation and expiration.



## TAB B | Experience and Qualifications of the Vendor

These references will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the Town's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the Town to verify references may result in the SOQ being considered non-responsive.

Please refer to the following projects as recent examples of successful completion of similar projects.

City of Peoria Fire Station | 93 Apparatus Bay Addition | Peoria, AZ

**Delivery Method:** Job Order Contract

**Project Description:** Removal of existing exterior CMU walls and other associated demolition required to complete a new 3-bay addition including structural concrete, masonry, interior finishes, full mechanical-electrical-plumbing systems. In addition to the building, CORE installed all additional site reconstruction for accessibility throughout the site.

**Client Name & Contact:** Ed Striffler, Architectural Services Manager: 602-359-0212; ed.striffler@peoriaaz.gov

**Award Date:** May 21, 2018

**Original | Final Costs:** \$1,237,001 | \$1,237,001

**Status of Completion:** 100% Completed

**Original | Final Completion:** December 20, 2018 | December 20, 2018

City of Apache Junction Library Demising Wall | Apache Junction, AZ

**Delivery Method:** Job Order Contract

**Project Description:** Removal of existing structural wall and interior finishes required for a new installation of steel framing and window wall at existing facilities. CORE completed all interior finishes and updated egress requirements for new opening to include fire life safety.

**Client Name & Contact:** Bryant Powell, City Manager: 480-982-8002; bpowell@ajcity.net

**Award Date:** April 24, 2017

**Original | Final Costs:** \$51,937 | \$51,937

**Status of Completion:** 100% Completed

**Original | Final Completion:** July 1, 2019 | July 1, 2017

City of Avondale PSAP Tenant Improvements | Avondale, AZ

**Delivery Method:** Job Order Contract

**Project Description:** Removal of existing interior building and exterior site conditions to be up-graded with new site landscape and full building remodel including millwork, doors-frames and hardware, interior partitions, finishes, mechanical, electrical, plumbing and life safety fire and date for new 911 emergency call systems.

**Client Name & Contact:** Chris Hamilton, City Manager: 602-932-5610; chamilton@avondale.org

**Award Date:** November 13, 2017

**Original | Final Costs:** \$309,723 | \$379,170

**Status of Completion:** 100% Completed

**Original | Final Completion:** January 31, 2018 | January 31, 2018



# TAB B | Experience and Qualifications of the Vendor

City of Mesa Falcon Field Airport ATCT Complex Painting | Mesa, AZ

**Delivery Method:** Job Order Contract

**Project Description:** Clear, clean and prep all interior and exterior building surfaces for new paint finishes throughout the occupied facility. CORE provided coordination with end users to maintain construction schedule and operational functionality for airport facility to meet FAA requirements.

**Client Name & Contact:** Jennifer Donahue, PE., Sr. Civil Engineer: 480-684-0418; jennifer.donahue@mesaaz.gov

**Award Date:** September 21, 2018

**Original | Final Costs:** \$153,894 | \$153,894

**Status of Completion:** 90% Completed; Anticipated Completion Date 12/20/2018

**Original | Final Completion:** November 16, 2018 | November 16, 2018

City of Mesa MCP 5th Floor Engineering Conference Room Upgrades

**Delivery Method:** Job Order Contract

**Project Description:** Demolition of existing interior building to be renovated for a new conference room finish out including flooring, ceiling, mechanical and electrical upgrades, special systems and data installation to achieve operational functionality.

**Client Name & Contact:** Jennifer Donahue, PE., Sr. Civil Engineer: 480-684-0418; jennifer.donahue@mesaaz.gov

**Award Date:** August 15, 2017

**Original | Final Costs:** \$24,276 | \$49,180 (Owner requested 2nd conference room during construction)

**Status of Completion:** 100% Completed

**Original | Final Completion:** February 16, 2018



## CORE COMPLETES JOB ORDERS WITHIN LIMITED TIME FRAMES!

One of the biggest advantages of working with CORE's JOC Team is that we are 100% dedicated to JOC services, so we are nimble enough to respond to a Client's need immediately.





## TAB B | Experience and Qualifications of the Vendor

(3) Provide license number, classification, and issuance date all licenses issued by the Arizona Registrar of Contractors applicable to any of the Services for which the Vendor is submitting an SOQ. Inability of the Town to verify proper licensing may result in the SOQ being considered non-responsive.

CORE Construction, Inc. holds two licenses issued by the Arizona Registrar of Contractors.

*General Construction B-01 069786 ROC*

*General Engineering A-110343 ROC*

LICENSE EFFECTIVE THROUGH	10/31/2019	
STATE OF ARIZONA		
<b>Registrar of Contractors</b>	<b>CERTIFIES THAT</b>	
<b>CORE Construction Inc</b>		
CONTRACTORS LICENSE NO.	69786	CLASS B-1
<b>General Commercial Contractor</b>		
THIS CARD MUST BE PRESENTED UPON DEMAND		
	JEFF FLEETHAM, DIRECTOR	

### General Construction

LICENSE EFFECTIVE THROUGH:	10/31/2019	
STATE OF ARIZONA		
<b>Registrar of Contractors</b>	<b>CERTIFIES THAT</b>	
<b>CORE Construction Inc</b>		
CONTRACTORS LICENSE NO.	110343	CLASS A
<b>General Engineering</b>		
THIS CARD MUST BE PRESENTED UPON DEMAND		
	JEFF FLEETHAM, DIRECTOR	

### General Engineering

(4) The Town's representative may conduct any investigation deemed necessary to determine the Vendor's ability to perform the project. Vendors may be requested to submit additional documentation within 72 hours (or as specified) to assist the Town in its evaluation.

CORE Construction, Inc. understands that the Town of Fountain Hills may conduct additional investigations deemed necessary to determine our ability to perform the project. We understand that we may be requested to submit additional documentation within 72 hours (as specified) to assist the Town in its evaluation.

In order to assist the Town, we have provided a Certificate of Good Standing and a surety letter on the following pages.



Certificate of Good Standing

19010707285120

# STATE OF ARIZONA



**Office of the  
CORPORATION COMMISSION**

## CERTIFICATE OF GOOD STANDING

I, the undersigned Executive Director of the Arizona Corporation Commission, do hereby certify that:

**CORE CONSTRUCTION, INC.**

ACC file number: 01464062

was incorporated under the laws of the State of Arizona on 04/13/1982;

That all annual reports owed to date by said corporation have been filed or delivered for filing, and all annual filing fees owed to date have been paid; and

That, according to the records of the Arizona Corporation Commission, said corporation is in good standing in the State of Arizona as of the date this Certificate is issued.

This Certificate relates only to the legal existence of the above named entity as of the date this Certificate is issued, and is not an endorsement, recommendation, or approval of the entity's condition, business activities, affairs, or practices.

IN WITNESS WHEREOF, I have hereunto set my hand, affixed the official seal of the Arizona Corporation Commission, and issued this Certificate on this date: **01/07/2019**



**Matthew Neubert, Interim Executive Director**



## TAB B | Experience and Qualifications of the Vendor

### Surety Letter



Lynn Cracraft  
Account Executive Officer  
Travelers Bond  
940 West Port Plaza  
Suite 270  
Maryland Heights, MO 63146  
(314) 579-8313

January 7, 2019

Town of Fountain Hills  
c/o Mr. Kevin Snipes and Ms. Rachael Goodwin  
16705 East Avenue of the Fountains  
Fountain Hills, AZ 85268

Re: **General Construction and Job Order Contract Services**  
*Solicitation No. CS201-006*

Dear Mr. Snipes, Ms. Goodwin and Members of the Selection Committee,

CORE Construction has advised Travelers Casualty and Surety Company of America, as their surety, of their desire to perform construction services for your captioned project. We have enjoyed a relationship with CORE Construction for 39 years and in that time we have provided any bid, performance and payment bonds that they have required. We have bonded significant individual projects for CORE Construction and they are certainly qualified to perform contracts such as yours, as they have bonding capacity of \$200 million per single project and \$1.25 billion in the aggregate. CORE currently has over \$300 million in available capacity. This is not to be construed to be a maximum, but rather working parameters. CORE Construction has always met their contractual obligations and we believe there is not a higher quality firm you could choose to work with.

Should CORE Construction be awarded a contract on this or any of your projects and be required to provide performance and payment bonds for same, and should contractor so request, we would be in position to provide such bonds, subject to a favorable review of the final bond forms, contract documents and specifications and usual underwriting requirements at the time.

In addition, Travelers is licensed to do business in all states and we have an A.M. Best Co. rating of A++ with a financial size category of XV.

Sincerely,

Travelers Casualty and Surety Company of America

Lynn Cracraft  
Account Executive Officer



- (1) Identify each key personnel member that will render services to the Town including title and relevant experience required, including the proposed Project Manager and Project Engineer.
- (2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the Town.

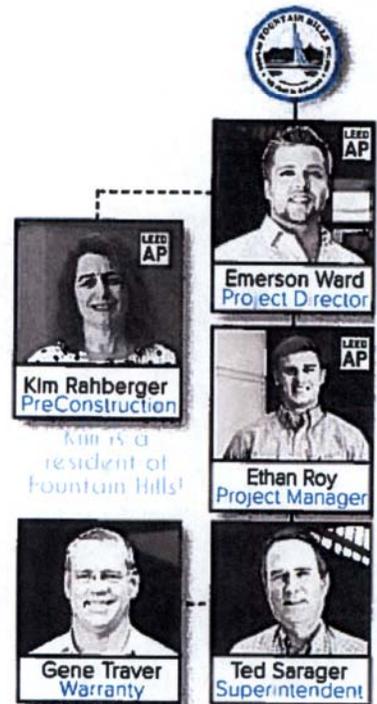
**Emerson Ward, Project Director** | Emerson has been in the construction industry for more than ten years. He is CORE's Director of Job Order Contracting. Emerson is very hands on and directs each job order. His broad knowledge and experience in the construction industry is to credit for his great leadership and job performance.

**Kim Rahberger, PreConstruction Manager** | As Pre-Construction Manager, Kim will lead the Pre-Construction Phase of the project with the goal of bringing the Town of Fountain Hills Best Value. She excels in his ability to analyze and communicate cost and material options as the project is being designed.

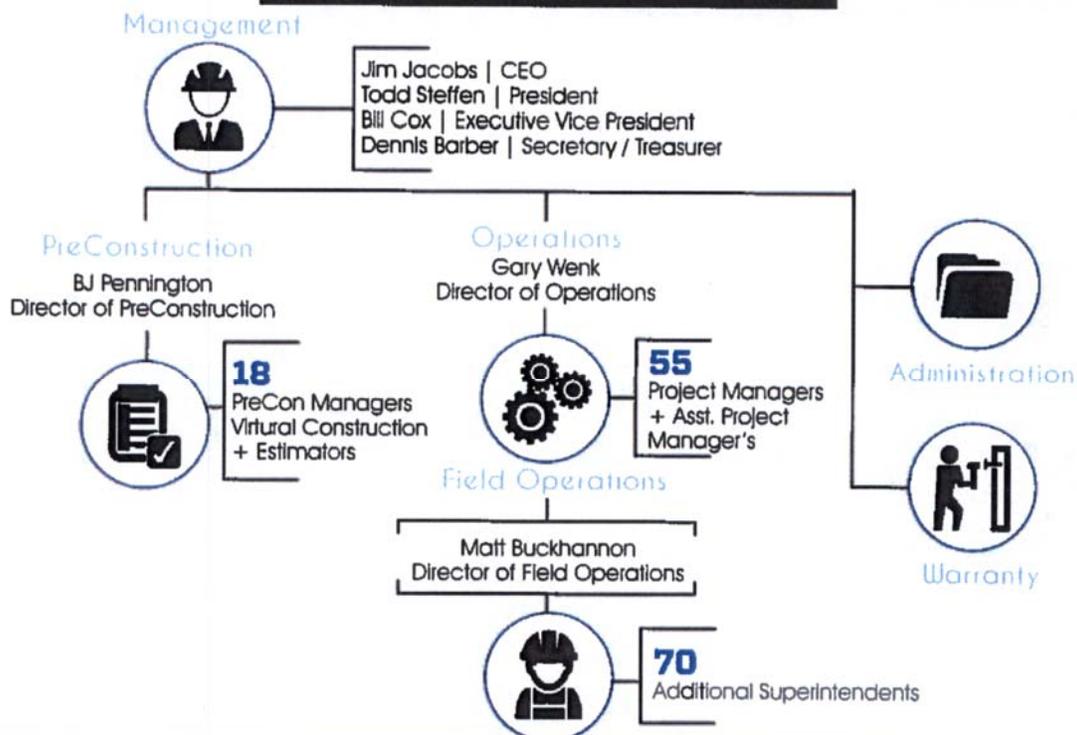
**Ethan Roy, Project Manager** | As Project Manager, Ethan will ensure that the implementation of construction items are completed and will be responsible for assisting in all aspects of PreConstruction, Construction, and Close-Out. He will serve as the liaison between all parties involved in the construction process overseeing budget and scheduling constraints.

**Ted Sarager, Project Superintendent** | As Project Superintendent for CORE, Ted will be responsible for the supervision, coordination, and scheduling of subcontractors and suppliers for the each project. He will be in charge of schedule control, quality control and safety, ensuring that the project is built to the highest quality and standard.

**Gene Traver, Warranty Manager** | Gene Traver will meet with every Facility Manager during the close-out phase to discuss CORE's online warranty program. Gene will cover this program in detail and reinforce that CORE's commitment to the Client does not end upon completion of the project, but continues throughout the warranty period and beyond.



## CORE's OVERALL RESOURCES CHART





(3) If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for selecting subcontractors and providing supervision must be included. CORE recruits subcontractors as early as possible. During the PreConstruction phase of a project, CORE will often host a subcontractor fair to encourage early subcontractor involvement. Invitations and notices about the fair are sent to newspapers and other publications ensuring that the subcontracting community is well informed. We will also consult with the Town to invite subcontractors that have been used by the Town in the past. Multiple fairs are often hosted for one project to serve the various phases of the preconstruction process; initial start-up, schematic documents, design documents, and construction documents. In doing so, CORE is able to maximize subcontractor recruitment throughout the entire PreConstruction phase of the project. CORE Construction, Inc. also understands the importance of keeping tax dollars local and using qualified subcontractors. Please see our Subcontractor Selection Plan pursuant to ARS 34-603, outlined below.

## CORE'S SUBCONTRACTOR SELECTION PLAN

**Selection of sub-contractors using both qualifications and cost as a selection approach.** CORE has created a process where subcontractor selection is based on both qualifications and cost, depicted right. This process enables us to get an "Apples to Apples" comparison on scope cost from pre-qualified professionals. The ultimate result is the City benefiting from a Best Value subcontractor that is highly qualified, understands the project, and delivers financial value.



### Use Pre-Qualified Sub-Contractors

- Enlist recommendations from the owner
- Enlist recommendations from the Design Team
- Utilize CORE's database of Subcontractors
- Thoroughly review subcontractor qualifications

**Sub-Contractor Recruitment.** CORE recruits subcontractors as early as possible. During the PreConstruction phase, CORE will often host a subcontractor fair to encourage early subcontractor involvement. Invitations and notices about the fair are sent to newspapers and other publications ensuring that the subcontracting community is well informed. We will also consult with the Town to invite subcontractors that have been used by the Town in the past. Multiple fairs are often hosted for one project to serve the various phases of the PreConstruction process; initial start-up, schematic documents, design documents, and construction documents. In doing so, CORE is able to maximize subcontractor recruitment throughout the entire PreConstruction phase of the project.



### Understanding of Scope & Assembly of Pricing

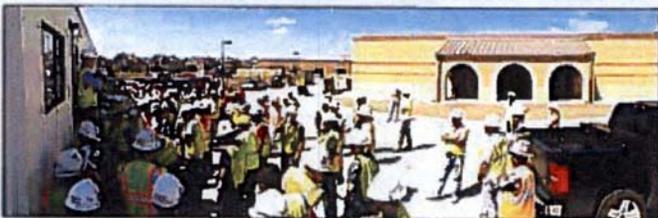
- Receive bids from 3-5 subcontractors for each scope of work.
- Subcontractors evaluated for completeness of scope.
- Identify the lowest responsible bid.

**Controversies and claims related to work performed by sub-contractors.** CORE makes every effort to proactively manage the relationships we have with each of our subcontractors. We pride ourselves on open communication with all subcontractors to mitigate any issues that may arise. Our prequalification process ensures that our subcontractors are able to perform to our quality and schedule standards. CORE has effectively prequalified subcontractors on past projects and we know which companies are qualified to complete your project. Our subcontracts ensure that the subcontractor understands the full extent of the contract documents, their scope of work, and additional project requirements as outlined in the solicitation. Clearly written subcontracts are the most effective tool for avoiding conflicts later in the project cycle.



### Review of Scope & Pricing with Subcontractors

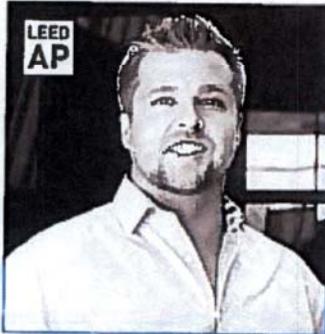
- Face-to-face meeting with the lowest responsible bidder.
- Conduct an in-depth scope review.
- Allow subcontractor to fix any "scope holes."
- Select subcontractor as a team (Owner, Architect, CORE)





CORE Construction, Inc. has a Job Order Contracting Division that is 100% committed to performing JOC Services. This division operates out of our Phoenix Office and is dedicated to bringing our JOC clients the best value and best quality in the shortest time frame. We pride ourselves on investing in professional development and cutting edge technology that enable us to be industry leaders. In addition to routine Project Management and Safety Training, our staff aims to be experts in the field of Job Order Contracting for public clients, specifically.

Project Team Members



**EMERSON WARD, LEED AP | Project Director**

<b>Employer:</b> CORE Construction, Inc.	<b>Years with Firm:</b> 11	<b>Residency:</b> Arizona
<b>Education:</b> BS, Construction Management, Arizona State University		
<b>Credentials:</b> Construction Management Association of America; Association of Construction Excellence; LEED AP, United States Green Building Council; NAVFAC QA/QC; OSHA Certified (30 Hr)		
<b>Responsibility:</b> Emerson has been in the construction industry for more than ten years. He is CORE's Director of Job Order Contracting. Emerson is very hands on and directs each job order. His broad knowledge and experience in the construction industry is to credit for his great leadership and job performance. Emerson will ensure that project teams are meeting project schedules and budgets, as well as providing the client with quality construction.		
<b>Similar Work:</b> Arizona State University, Contract Number: 2015-1600   Tempe, AZ Reference: Luong (Luke) Ngo: 480-965-8989; City of Peoria, Contract Number: P14-0034B   Peoria, AZ Reference: Christine Finney, 623-773-7115		
<b>Time Commitment:</b> Emerson will be 100% committed to the Town.		

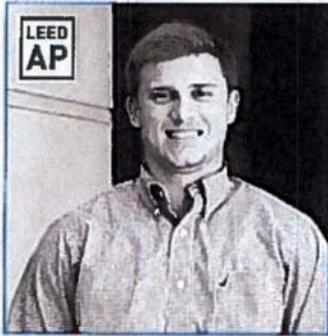


**KIM RAHBERGER, LEED AP | PreConstruction Manager**

<b>Employer:</b> CORE Construction, Inc.	<b>Years with Firm:</b> 5	<b>Residency:</b> Arizona
<b>Education:</b> BS, Construction Management, Arizona State University		
<b>Credentials:</b> Construction Management Association of America; Association of Construction Excellence; LEED AP, United States Green Building Council; NAVFAC QA/QC; OSHA Certified (30 Hr)		
<b>Responsibility:</b> As Pre-Construction Manager, Kim will lead the Pre-Construction Phase of the project with the goal of bringing the Town of Fountain Hills Best Value. She excels in his ability tow analyze and communicate cost and material options as the project is being designed. Kim has developed close and lasting relationships with subcontractor partners all across the state of Arizona. This knowledge of the subcontractor market will greatly benefit the project team in selecting the most qualified and informed subcontractors.		
<b>Similar Work:</b> Fountain Hills Unified School District, Miscellaneous Summer Work   Fountain Hills, AZ; Reference: Lisa Martinez: 602-629-6400; City of Peoria, Contract Number: P14-0034B   Peoria, AZ Reference: Christine Finney, 623-773-7115		



LEED AP



### ETHAN ROY, LEED AP | Project Manager

**Employer:** CORE Construction, Inc. | **Years with Firm:** 4 | **Residency:** Arizona

**Education:** BS, Construction Management, Arizona State University

**Credentials:** Construction Management Association of America; Association of Construction Excellence; LEED AP, United States Green Building Council; OSHA Certified (30 Hr)

**Responsibility:** As Project Manager for this project, Ethan will be responsible for all early coordination during pre-construction, and all coordination between CORE and the Town. Ethan will serve as the liaison between all parties involved in the construction process; overseeing budget and scheduling constraints. Ethan's years of experience in a wide range of construction materials and methods ensures that his projects are finished on time, on budget, and with the highest quality control.

**Similar Work:** City of Mesa, Multiple JOC projects | Mesa, AZ Reference: Jennifer Donahue, PE., Sr. Civil Engineer: 480-684-0418; City of Peoria, Contract Number: P14-0034B | Peoria, AZ Reference: Christine Finney, 623-773-7115

**Time Commitment:** Ethan will be 100% committed to the Town.



### TED SARAGER | Project Superintendent

**Employer:** CORE Construction, Inc. | **Years with Firm:** 6 | **Residency:** Arizona

**Credentials:** Construction Management Association of America; Association of Construction Excellence; LEED AP; United States Green Building Council; NAVFAC QA/QC; OSHA Certified (30 Hr)

**Responsibility:** As Project Superintendent for CORE, Ted will be responsible for the supervision, coordination, and scheduling of subcontractors and suppliers for the each project. He will be in charge of schedule control, quality control and safety, ensuring that the project is built to the highest quality and standard.

**Similar Work:** Kyrene Elementary School District, Middle School Exterior Improvements. Reference: Mason Meade, Assistant Director: 480-541-1600; Arizona State University, Contract Number: 2015-1600 | Tempe, AZ Reference: Luong (Luke) Ngo: 480-965-8989

**Time Commitment:** Ted will be 100% committed to the Town.



### GENE TRAVER | Warranty Manager

**Employer:** CORE Construction, Inc. | **Years with Firm:** 20 | **Residency:** Arizona

**Credentials:** Construction Management Association of America; Association of Construction Excellence; United States Green Building Council

**Responsibility:** Gene Traver will meet with every Facility Manager during the close-out phase to discuss CORE's online warranty program. Gene will cover this program in detail and reinforce that CORE's commitment to the Client does not end upon completion of the project, but continues throughout the warranty period and beyond.

**Similar Work:** Kyrene Elementary School District, Middle School Exterior Improvements. Reference: Mason Meade, Assistant Director: 480-541-1600; Arizona State University, Contract Number: 2015-1600 | Tempe, AZ Reference: Luong (Luke) Ngo: 480-965-8989

**Time Commitment:** Gene will be 100% committed to the Town.





TOWN OF FOUNTAIN HILLS  
COMMUNITY SERVICES DEPARTMENT  
CS2019-006

IV. Vendor Information

By submitting an SOQ, the submitting Vendor certifies that it has reviewed the entire RFQ, including Appendix 1 and Appendix 2, if awarded the Agreement, agrees to be bound by all terms and conditions contained therein.

CORE Construction, Inc  
VENDOR SUBMITTING SOQ

86-0433249  
FEDERAL TAX ID NUMBER

Todd Steffen, President  
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

3036 East Greenway Road  
ADDRESS

602-494-0800 | 602-494-9481  
TELEPHONE FAX #

Phoenix, AZ 85032  
CITY STATE ZIP

January 7, 2019  
DATE

WEB SITE: [www.coreconstruction.com](http://www.coreconstruction.com)

E-MAIL ADDRESS: [steffen.todd@coreconstruction.com](mailto:steffen.todd@coreconstruction.com)

ROC License Numbers and Classifications: B-01 069786 ROC; A-110434 ROC

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? If yes, please provide details and documentation of the certification.

No.

EXHIBIT B  
TO  
JOB ORDER MASTER AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CORE CONSTRUCTION, INC.

[Scope of Work]

See following page(s).

Vendor may be asked to provide some or all of services of installation, demolition, removal and disposal of the following:

- a. Buildings & improvements
- b. Slabs/foundations
- c. Walls/flooring/roofing
- d. Debris
- e. Doors/windows
- f. Canopies/shades
- g. Ramps
- h. Steps
- i. Fences/gates
- j. Playground equipment and surfaces
- k. Sport fields, turf, bleachers and structures
- l. Plumbing/sprinklers
- m. Lighting
- n. All wiring, plumbing, conduit
- o. Fixtures and equipment
- p. Park benches, ramadas and picnic tables
- q. Other construction-related projects and materials as needed

EXHIBIT C  
TO  
JOB ORDER MASTER AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CORE CONSTRUCTION, INC.

[Sample Job Order]



**TOWN OF FOUNTAIN HILLS, ARIZONA**  
**Community Services Department**

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**JOB ORDER**

**Job Order No.** \_\_\_\_\_  
**Contract No.** \_\_\_\_\_  
**Project No.** \_\_\_\_\_

**THIS JOB ORDER** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Town of Fountain Hills, an Arizona municipal corporation ("Town") and the "Contractor" designated below. This Job Order is entered in to pursuant to and incorporates herein the terms and provisions of the Job Order Master Contract No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, between Town and Contractor ("Master Contract"). Upon full execution of this Job Order, the Job Order, together with the Master Contract (including all of the Contract Documents as defined therein), shall be the Contract between the Parties for the construction work specified herein ("Work").

Town and Contractor agree as follows:

**TOWN:**

**Town**  
**Project Manager:**  
**Telephone:**  
**Fax:**  
**E-mail:**

**CONTRACTOR:**

*{Name}*  
*{Address}*  
**Arizona ROC No.:**  
**Federal Tax ID No.:**  
**Contractor Representative:**  
**Telephone:**  
**Fax:**  
**E-mail:**

**DESIGN PROFESSIONAL:**

*{Name}*  
*{Address}*  
**Design Professional Representative:**  
**Telephone:**  
**Fax:**  
**E-mail:**

**PROJECT DESCRIPTION:**

**PROJECT SITE ADDRESS/LOCATION:**

**SCOPE OF WORK AND PROJECT SCHEDULE/ DURATION:**  
(Including any Preconstruction and/or Design Services under Article 17)

Attached Exhibit A

**CONTRACT PRICE FOR WORK:**

\_\_\_\_\_ The Fixed Price of \$ \_\_\_\_\_;  
or  
\_\_\_\_\_ Guaranteed Maximum Price/GMP (Open Book) of \$ \_\_\_\_\_.

**LIQUIDATED DAMAGES (IF ANY):** *[PM to Check any that apply]*

\_\_\_\_\_ Substantial Completion Amount \$ \_\_\_\_\_/day  
\_\_\_\_\_ Final Completion Amount \$ \_\_\_\_\_/day  
\_\_\_\_\_ Pursuant to MAG § 108.9

CONTRACTOR'S MARK-UP AND PROJECT SCHEDULE OF VALUES Attached Exhibit B

UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY): Attached Exhibit C

UNIQUE PROJECT SPECIFIC CONDITIONS (IF ANY): Attached Exhibit D

LIST OF PROJECT PLANS AND SPECIFICATIONS (IF ANY): Attached Exhibit E

IN WITNESS WHEREOF, the parties hereto have executed this Job Order through their duly authorized representatives and bind their respective entities as of the effective date.

**"Town"**  
**TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**ATTEST:**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**"CONTRACTOR"**  
*[Name]*

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**EXHIBIT A – SCOPE OF WORK AND PROJECT SCHEDULE/DURATION**

1. **Scope of Work:**
  
2. **Schedule:**

**EXHIBIT B – CONTRACTOR’S MARK-UP COEFFICIENTS AND PROJECT SCHEDULE OF VALUES**

*{To be provided by Contractor for each Job Order in the following form}*

**Self-Performed work (including any direct purchases or other miscellaneous costs to the JOC) – Mark-up**

	Direct Cost of the Individual Project (Delivery Order) Value					
	\$0 - \$49,999	\$50,000 - \$99,999	\$100,000 - \$199,999	\$200,000 - \$499,999	\$500,000 - \$999,999	\$1,000,000 +
Coefficient	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>

**Subcontracted Work – Mark-up**

	Direct Cost of the Individual Project (Delivery Order) Value					
	\$0 - \$49,999	\$50,000 - \$99,999	\$100,000 - \$199,999	\$200,000 - \$499,999	\$500,000 - \$999,999	\$1,000,000 +
Coefficient	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>

[continued on next page]

Project Schedule of Values  
(Sample)

1	GENERAL CONDITIONS			SUB-CONTRACTOR OR SUPPLIER
	PROJECT MANAGER ____ hours per week		\$0.00	
	FIELD SUPERVISION ____ hours per week		\$0.00	
	TEMPORARY FACILITIES (attach a list of specific cost breakdown)		\$0.00	
	SITE SAFETY		\$0.00	
	EQUIPMENT RENTAL (attach a list of specific cost breakdown)		\$0.00	
	PERMITS		\$0.00	
	<b>Sub Total-GENERAL CONDITIONS</b>		<b>\$0.00</b>	
	<b>SUB CONTRACTOR COSTS</b>			
2	SITE WORK		\$0.00	
3	CONCRETE		\$0.00	
4	MASONRY		\$0.00	
5	METALS		\$0.00	
6	WOOD & PLASTICS		\$0.00	
7	THERMAL & MOISTURE PROT.		\$0.00	
8	DOORS & WINDOWS		\$0.00	
9	FINISHES		\$0.00	
10	SPECIALTIES		\$0.00	
11	EQUIPMENT		\$0.00	
12	FURNISHINGS		\$0.00	
13	SPECIAL CONSTRUCTION		\$0.00	
14	CONVEYING SYSTEMS		\$0.00	
15	MECHANICAL		\$0.00	
16	ELECTRICAL		\$0.00	
	<b>Sub Total-SUB CONTRACTOR COSTS</b>		<b>\$0.00</b>	
	SCOPE OF SELF PERFORMED WORK: (describe)			
	LABOR COST for SELF-PERFORMED WORK:		\$0.00	
	MATERIALS COST for SELF-PERFORMED WORK:		\$0.00	
	OTHER MISC COSTS: (describe)			
			\$0.00	
			\$0.00	
	<b>Sub Total-SELF-PERFORMED WORK AND OTHER MISC COSTS</b>		<b>\$0.00</b>	
	ALLOWANCES OR CONTINGENCY AMOUNTS (PROVIDE LIST)		\$0.00	
	<b>GRAND TOTAL</b>		<b>\$0.00</b>	

**EXHIBIT C – UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY)**

*{Provide any additional insurance requirements beyond the Standard Insurance Requirements, and/or bond requirements for the Project once approved by \_\_\_\_\_ to confirm adequate insurance and bond coverages for this Project}*

**EXHIBIT D – PROJECT SPECIFIC CONDITIONS**

*{To be completed by PM from the specific Project requirements and specifications}*

**EXHIBIT E – LIST OF PROJECT PLANS AND SPECIFICATIONS (IF ANY):**

*{To be completed by PM if applicable}*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/15/2019

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

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

PRODUCER LIC #36-3066541 Willis of Illinois, Inc.	1-312-288-7700	CONTACT NAME:
Willis Tower 233 South Wacker Drive, Suite 2000 Chicago, IL 60606		PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
INSURED CORE Construction, Inc.		INSURER(S) AFFORDING COVERAGE
3036 E Greenway Road		INSURER A: ARCH INS CO
Phoenix, AZ 85032		INSURER B: STARR IND & LIAB CO
		INSURER C: ARCH IND INS CO
		INSURER D: ARCH SPECIAITY INS CO
		INSURER E:
		INSURER F:
		NAIC #
		11150
		38318
		30830
		21199

**COVERAGES**

CERTIFICATE NUMBER: 55627453

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	41PKG8896110	03/01/19	03/01/20	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 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	41PKG8896110	03/01/19	03/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000584947191	03/01/19	03/01/20	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	41WCI8896010 (AOS)	03/01/19	03/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C		Y/N <input checked="" type="checkbox"/> N/A		44WCI8946710 (IN/IL/TX)	03/01/19	03/01/20	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			CPP0060180-02	03/01/19	03/01/20	5,000,000 Aggregate 10,000,000 SIR 100,000

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

Master JOC Agreement - Town of Fountain Hills, Arizona

Town of Fountain Hills, its agents, representatives, officers, officials and employees are named as additional insured with respect to general liability and auto liability.

Waiver of subrogation applies with respect to general liability, auto liability and workers compensation.

Primary and non contributory applies with respect to general liability and auto liability.

**CERTIFICATE HOLDER**

Master JOC Agreement - Town of Fountain Hills, Arizona

Town of Fountain Hills  
Town Manager  
Grady E. Miller  
16705 East Avenue of the Fountains

Fountain Hills, AZ 85268

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

*Andrea Paris*

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
WHERE REQUIRED BY WRITTEN CONTRACT EXCEPT THOSE INCLUDED UNDER A SEPARATE ADDITIONAL INSURED ENDORSEMENT ISSUED TO A SPECIFIC ENTITY.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

whichever is less.

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

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

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

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
WHERE REQUIRED BY WRITTEN CONTRACT EXCEPT THOSE INCLUDED UNDER A SEPARATE ADDITIONAL INSURED ENDORSEMENT ISSUED TO A SPECIFIC ENTITY.	

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

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

However:

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

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

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

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

whichever is less.

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

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS

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

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

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

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
03/15/2019

NAME OF INSURED: CORE Construction, Inc.