

**JOB ORDER MASTER AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
FCI CONSTRUCTORS, 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 FCI Constructors, Inc., a(n) Colorado 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: FCI Constructors, Inc.
10922 West Glenn Drive
Glendale, Arizona 85340
Attn: Jeff Eades, VP of Arizona Operations

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.

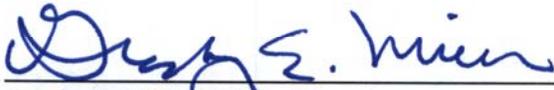
13.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Contractor. 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.

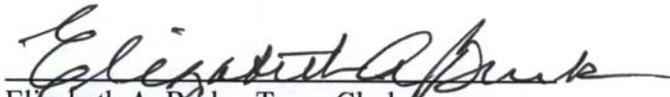
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

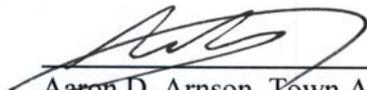
TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation


Grady E. Miller, Town Manager

ATTEST:


Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

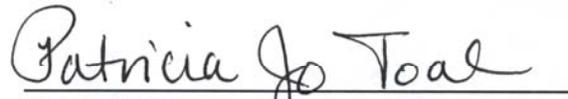

Aaron D. Arnson, Town Attorney

(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]

“Contractor”

FCI CONSTRUCTORS, INC.
a(n) Colorado corporation

By: *J. M. Eades*

Name: JEFF EADES

Title: VICE PRESIDENT

(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

On March 5., 2019, before me personally appeared Jeff Eades, the Vice President of FCI CONSTRUCTORS, INC., a(n) Colorado corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.

Teresa A. Mullins
Notary Public

(Affix notary seal here)

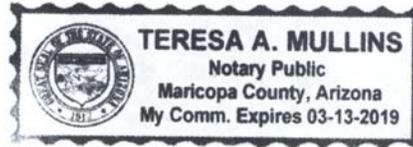


EXHIBIT A
TO
JOB ORDER MASTER AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
FCI CONSTRUCTORS, INC.

[SOQ]

See following pages.



TABLE OF CONTENTS

TABLE OF CONTENTS	1
A. GENERAL INFORMATION	2
B. EXPERIENCE AND QUALIFICATIONS OF VENDOR	4
C. KEY POSITIONS	14
APPENDIX - VENDOR INFORMATION FORM	



Trust • Hard Work • Honest • Professional

January 7, 2019

Town of Fountain Hills
Kevin Snipes and Rachael Goodwin
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268

REFERENCE: GENERAL CONSTRUCTION SERVICES | SOLICITATION NUMBER: CS2019-006

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

First and foremost, thank you for the opportunity to introduce FCI Constructors' qualifications to your team. We are proud of the JOC projects we have completed throughout Arizona and would love the chance to work with the Town of Fountain Hills. As a summary to our package, we would like to highlight the benefits for the Town of Fountain Hills of hiring FCI for this General Construction Services contract.

Communication... Our team approach to this project will begin with developing open lines of communication early on with the entire team (Town of Fountain Hills, Architect, Consultants, FCI team and subcontractors). Our team knows the importance of communication and how it impacts a project. Information needs to flow freely between all team members so all aspects of the project are addressed. Experience has shown that this makes for a productive and enjoyable experience for the entire project team.

Seasoned Team... Our in-house Special Projects/Job Order Contract Division is staffed with personnel dedicated to a variety of smaller repair/remodel and addition type projects. Because these projects, by nature, require flexibility, efficiency, teamwork and problem solving at every level. It takes personnel experienced in smaller, quick-hitting projects to be successful in this arena and we have several teams within our Special Projects Division.

Project Experience... Our Special Projects/Job Order Contract Department currently holds 15 JOC programs. This has included JOC projects for both municipal and educational clients, as well as private clients.

When FCI was founded, it was with the philosophy that we would be a client focused organization. We are firmly committed to making your vision a reality and to stay focused on that at all times. Our company is employee owned and as such, each proposed team member has a vested interest in making sure your projects are successful and your expectations are met, if not exceeded. We are excited for this opportunity and encourage you to contact our current and previous clients as to our performance and capabilities. We look forward to building a relationship with the Town of Fountain Hills and working with you on your General Construction Projects. Please feel free to contact me with any questions or if you require additional information.

We acknowledge receipt and review of the Questions and Responses posted on January 2nd.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Wenger", is written over a light blue horizontal line.

Andrew Wenger, General Manager of Special Projects Division

Office: (623) 772-7400 | Cell: (480) 751-9078 | Email: DWenger@fciol.com | Website: www.fciol.com
License No. ROC 072062 B-01 | Address: 10922 W. Glenn Drive, Glendale, AZ 85340



VENDOR IDENTIFICATION INFORMATION

Focused on Your Vision FOR THE PAST 40 YEARS

FCI Constructors, Inc. is an employee-owned corporation, first established in Colorado 40 years ago. We have maintained an office in Arizona for 31 years. Our Federal tax identification number is 84-0763878. We are excited to partner with the Town of Fountain Hills on these significant projects.

REPEAT WORK...STATEWIDE

Since 1988, FCI has successfully completed Job Order Contract/Small Project work in the state of Arizona for both public and private clients. We are industry leaders in small projects and new construction and currently hold 15 Job Order Contracts. We are honored to have repeat clients who continue to request us for job orders, which serves as a testament to our quality of workmanship and service. Our small project specific Special Projects/Job Order Contract Division services a wide range of clients including municipal, educational and aviation clients with projects that typically range from \$800 to \$1,000,000. We pride ourselves on investing in our development and innovative technology that enable us to be leaders in the construction industry.

TEAM MAKEUP

FCI's Special Projects Division handles all JOC/Master Service Agreement projects. This team is comprised of the General Manager, Project Managers, Project Coordinator, Project Engineers, Superintendents and a team of craftsmen. Our team allows us to respond quickly, provide fast estimates and execute smaller projects using self-performed craftsmen.

SPECIALTY TRADES

Additionally, our Special Projects team has a network of small subcontractors and minority business that we solicit to provide services for specialty trades and larger type projects. We ensure that each project is a priority regardless of the size or overall dollar value, it's all about building relationships and providing exceptional service to our clients and the Town of Fountain Hills.

UNDERSTANDING

Our teams' specific expertise lies in the understanding of critical elements involved with JOC work including multiple and simultaneous projects, working within operational facilities, maintaining a safe environment, and maintaining established time-frames and budgets.

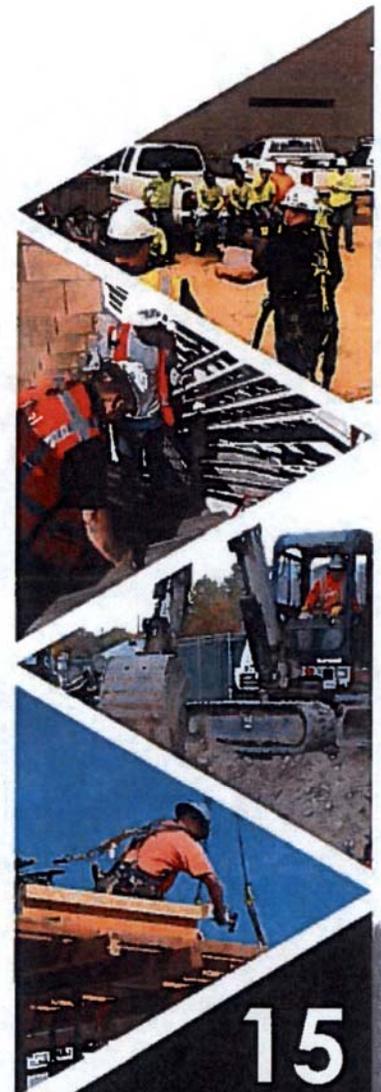
PRIMARY CONTACT

Our primary contact for this contract is Andrew Wenger. Address: 10922 W. Glenn Drive, Glendale, Arizona 85307 Office: (623) 772-7400 | Cell: (480) 751-9078

PRINCIPAL OFFICE

Our principal office is located at 10922 W. Glenn Drive, Glendale, Arizona 85307. All personnel, work and resources will come from our local office.

- >>> FCI has NEVER had a contract or subcontract terminated.
>>> FCI has NEVER had a claim result in litigation or arbitration.
>>> FCI has NEVER been debarred by any federal, state or local government entity.



15

CURRENT JOC CONTRACTS

- City of Maricopa
City of Prescott
City of Tolleson
Town of Camp Verde
Town of Gilbert
Arizona State University
Litchfield Elementary School District
American Airlines
Boeing
SWA & SWA Credit Union
Centurylink
Bank of America
SRP
Wells Fargo





SECTION B EXPERIENCE & QUALIFICATIONS

VENDOR EXPERIENCE IN PROVIDING SIMILAR SERVICES

FCI is known for working in remote areas and for smaller municipalities. For example, the Cities of Maricopa, Prescott, Tolleson, and Camp Verde. Following are a few examples of our similar work.

**CITY OF PRESCOTT JOB ORDER CONTRACT 2018
PRESCOTT, ARIZONA**

In 2017, FCI was awarded a contract to replace the failing Northeast 5-story stair tower at the City parking garage for the City of Prescott. In 2018, FCI was awarded a contract to replace the southeast 5-story stair tower.

Services provided: General construction services. FCI replaced deteriorated metal pan staircase treads, risers, and intermediate decks, as well as re-caulked the entire 5th floor of the parking garage.

GRANITE STREET GARAGE 5TH FLOOR RE-CAULK

Awarded: 07/27/2018
Original Cost: \$31,000
Final Cost: \$31,000 - *Completed On Budget!*
Original Completion Date: 9/27/2018
Final Completion Date: 9/21/2018 - *Completed Early!*
Team Members: Andrew Wenger, General Manager
Kevin Beckrich, Project Superintendent
Dawn Monroe, Project Engineer
Jennifer Rath, Project Coordinator
All proposed for Fountain Hills projects!

GRANITE STREET GARAGE SOUTHEAST STAIR REPLACEMENT

Awarded: 07/31/2018
Original Cost: \$440,000
Final Cost: \$403,766 (Returned unused allowances)
Original Completion Date: 12/28/2018
Final Completion Date: 12/01/2018 - *Completed Early!*
Team Members: Andrew Wenger, General Manager
Kevin Beckrich, Project Superintendent
Dawn Monroe, Project Engineer
Jennifer Rath, Project Coordinator
All proposed for Fountain Hills projects!

Owner: City of Prescott
Contact: Mic Fenech, Facilities Manager
Address: 433 North Virginia, Prescott, Arizona 86301
Phone: (928) 777-1236
Email: mic.fenech@prescott-az.gov

Contract initiation: August 3, 2017
Contract expiration: August 3, 2019





TOWN OF MARICOPA TASK ORDER CONTRACT 2018 MARICOPA, ARIZONA

In January 2017, FCI was awarded a contract to provide various improvements to the Town of Maricopa Fire Stations. This project consisted of 10 small projects combined into one purchase order.

Services provided: General construction services.

Fire Station No. 571: Exterior paint, replacement of existing asphalt driveway with concrete, installation of exterior light fixture at fuel tank, and HVAC design for the apparatus bay.

Fire Station No. 572: Kitchen remodel and design and install of shade structure.

Fire Station No. 575: New 1000 gallon fuel tank, No. 574 HVAC design for apparatus bay and design and install of shade structure.

FIRE STATION NO. 571, 572 AND 575 IMPROVEMENTS

Awarded: 12/27/2017

Original Cost: \$272,000

Final Cost: \$278,357 (Owner upgraded fuel tank from 500 to 1000 gallons.)

Original Completion Date: 6/30/2018

Final Completion Date: 6/22/2018 - *Completed Early!*

Team Members: Andrew Wenger, General Manager

Matt Fitch, Project Superintendent

Dawn Monroe, Project Engineer

Jennifer Rath, Project Coordinator

All proposed for Fountain Hills projects!

Owner: City of Maricopa

Contact: Lonnie Inskeep, Assistant Chief Resources Management

Address: 39700 West Civic Center Plaza, Maricopa, Arizona 85139

Phone: (520) 494-2396

Email: lonnie.inskeep@maricopa-az.gov

Contract initiation: January 1, 2017

Contract expiration: December 31, 2019





TOWN OF GILBERT JOB ORDER CONTRACT 2017 GILBERT, ARIZONA

FCI has worked with the Town of Gilbert since 2006, completing 12 projects.

Under this contract, we were hired to perform subsurface investigation to determine why the floors throughout the building were sinking. We removed concrete at affected areas, treated the soil, poured back concrete and installed new flooring.

Services provided: General construction services. Removal and installation of new VCT flooring in two activity rooms and attached hallway.

MCQUEEN ACTIVITY CENTER FLOORING

Awarded: 1/25/2017

Original Cost: \$46,981

Final Cost: \$46,981 - *Completed On Budget!*

Original Completion Date: 5/30/2017

Final Completion Date: 5/26/2017 - *Completed Early!*

Team Members: Andrew Wenger, General Manager
Kevin Beckrich, Project Superintendent
Dawn Monroe, Project Engineer
Jennifer Rath, Project Coordinator
All proposed for Fountain Hills projects!

Owner: Town of Gilbert

Contact: Rene Carlin, Recreation Supervisor

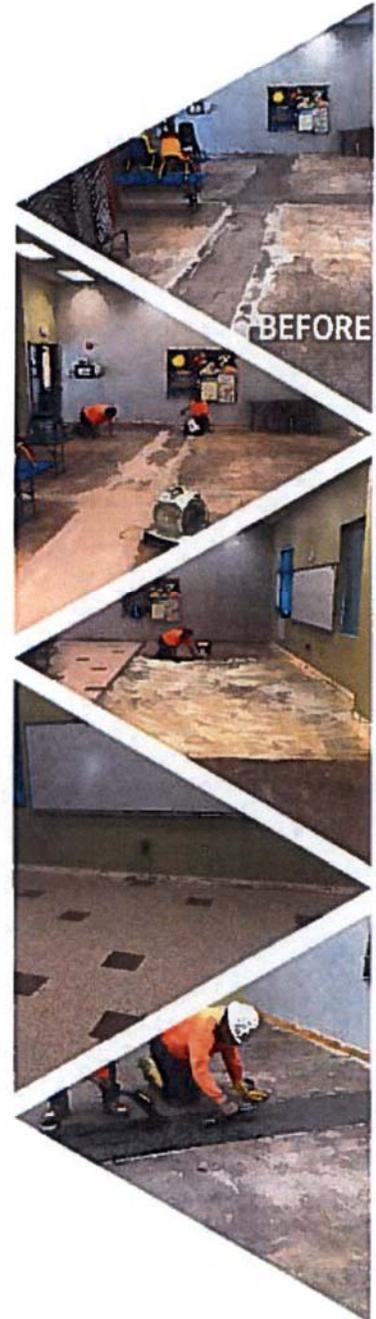
Address: 50 East Civic Center Drive, Gilbert, Arizona 85296

Phone: (480) 503-6230

Email: rene.carlin@gilbertaz.gov

Contract initiation: March 14, 2017

Contract expiration: July 12, 2018





CITY OF GOODYEAR JOB ORDER CONTRACT 2016

GOODYEAR, ARIZONA

The City of Goodyear Water Distribution Division engaged FCI to perform replacement of several vault lids throughout Goodyear. We were also contracted to repair a 12" and 30" water mains at two separate locations. Both of the water main repairs were emergency projects that FCI mobilized resources to remediate in less than 24 hours. A total of seven subcontractors were used.

Services provided: General construction services. Our scope of work included excavation, sitework, material testing and piping utilities.

EMERGENCY 12" WATER MAIN REPAIR

Awarded: 12/7/2016
Original Cost: \$105,244
Final Cost: \$105,244 - **Completed On Budget!**
Original Completion Date: 12/9/2016
Final Completion Date: 12/9/2016 - **Completed on Time!**
Team Members: Andrew Wenger, General Manager
Matt Fitch, Project Superintendent
Dawn Monroe, Project Coordinator
All proposed for Fountain Hills projects!

VAULT LID REPLACEMENT

Awarded: 8/26/2016
Original Cost: \$21,451
Final Cost: \$21,451 - **Completed On Budget!**
Original Completion Date: 10/7/2016
Final Completion Date: 10/7/2016 - **Completed on Time!**
Team Members: Andrew Wenger, General Manager
Matt Fitch, Project Superintendent
Kevin Beckrich, Project Superintendent
Dawn Monroe, Coordinator
All proposed for Fountain Hills projects!



Owner: City of Goodyear
Contact: Ray Diaz, Water Demand Advisor
Address: 190 North Litchfield Road, Goodyear, Arizona 85338
Phone: (623) 882-7693
Email: ray.diaz@goodyearaz.gov

Contract initiation: March 2, 2015 | **Contract expiration:** May 30, 2017



ARIZONA STATE UNIVERSITY JOB ORDER CONTRACT 2018 PHOENIX, ARIZONA

FCI has completed small projects for Arizona State University for the past three years. This has included various tenant improvements and additions/upgrades across all of ASU's campuses.

Services provided: General construction services.

West Campus Tenant Improvement: FCI provided interior demolition, new cabinetry, new doors, windows, and paint.

Gammage Flooring: Removed and disposed existing flooring and replaced with new acoustical flooring.

WEST CAMPUS UCB EOSS TENANT IMPROVEMENT

Awarded: 5/2/2018

Original Cost: \$120,326

Final Cost: \$155,568 (Owner added scope to utilize full budget.)

Original Completion Date: 7/20/2018

Final Completion Date: 7/16/2018 - *Completed Early!*

Team Members: Andrew Wenger, General Manager
Kevin Beckrich, Project Superintendent
Dawn Monroe, Project Engineer
Jennifer Rath, Project Coordinator
All proposed for Fountain Hills projects!

THUNDERBIRD CAMPUS HANGAR STRUCTURAL REPAIR

Awarded: 2/16/2017

Original Cost: \$46,786

Final Cost: \$48,300 (Owner added scope.)

Original Completion Date: 4/10/2017

Final Completion Date: 4/4/2017 - *Completed Early!*

Team Members: Andrew Wenger, General Manager
Kevin Beckrich, Project Superintendent
Dawn Monroe, Project Engineer
All proposed for Fountain Hills projects!

Owner: Arizona State University

Contact: Marion Singleton (West Campus UCB EOSS T.I.) and Michael Josic (Thunderbird Campus Hangar Structural Repair)

Address: 1551 South Rural Road, Tempe, Arizona 85281

Phone: Marion - (480) 205-7297 | Michael - (480) 967-6644

Email: Marion.singleton@asu.edu | Michael.josic@asu.edu

Contract initiation: January 4, 2015 | **Contract expiration:** July 31, 2019





BANK OF AMERICA JOB ORDER CONTRACT 2018 PHOENIX ARIZONA

FCI has completed projects for Bank of America-JLL since 2012.

Services provided: General construction services.

Buckeye South Mountain Preferred Intake Tenant Improvement: FCI installed a new door, frame and side light, repainted office, and replaced damaged acoustical ceiling tiles, as well as minor electrical and HVAC upgrades.

Chandler ADA Automatic Door Opener: Furnished and installed additional electrical homeruns to an existing restroom door for a new ADA automatic door opener.

BUCKEYE SOUTH MOUNTAIN PREFERRED INTAKE TENANT IMPROVEMENT

Awarded: 1/8/2018

Original Cost: \$9,362

Final Cost: \$9,362 - *Completed on Budget!*

Original Completion Date: 3/9/2018

Final Completion Date: 2/23/2018 - *Completed Early!*

Team Members: Andrew Wenger, General Manager
Matt Fitch, Project Superintendent
Dawn Monroe, Project Engineer
Jennifer Rath, Project Coordinator
All proposed for Fountain Hills projects!

CHANDLER ADA AUTOMATIC DOOR OPENER

Awarded: 9/24/2018

Original Cost: \$8,948

Final Cost: \$8,948 - *Completed on Budget!*

Original Completion Date: 10/1/2018

Final Completion Date: 10/1/2018 - *Completed on Time!*

Team Members: Andrew Wenger, General Manager
Matt Fitch, Project Superintendent
Dawn Monroe, Project Engineer
Jennifer Rath, Project Coordinator
All proposed for Fountain Hills projects!



Owner: Bank of America - JLL (Owner's Rep.)
Contact: Felicia Concholar, Project Manager (South Mountain)
Jennifer Woody, Project Manager (Chandler)
Address: 1825 East Buckeye Road, Buckeye, Arizona 85034
Phone: Felicia - (480) 224-5522 | Jennifer (248) 331-3536
Email: Felicia.Concholar@am.jll.com | Jennifer.Woody@am.jll.com

Contract initiation: 1/15/2015
Contract expiration: 1/5/2018



SOUTHWEST AIRLINES JOB ORDER CONTRACT 2018 PHOENIX, ARIZONA

FCI has worked with Southwest Airlines since 2013 on over 60 projects.

Services provided: General construction services.

Terminal 4 SSO Remediation Build Back: After remediating a water leak, SWA brought FCI in to repair the damaged wall, upgrade the plumbing and furnish and install new millwork.

Cargo Facility Barricades: Installed safety barricades inside their existing warehouse facility.

BSO Office & Locker Room Refresh: Patched and painted all the walls and repainted the BSO office and the men's and women's locker rooms. FCI also replaced all the flooring off-hours in existing occupied space.

TERMINAL 4 SSO REMEDIATION BUILD BACK

Awarded: 4/3/2018

Original Cost: \$17,315 | Final Cost: \$18,157 (Owner changed scope.)

Original Completion Date: 6/19/2018

Final Completion Date: 06/19/2018 - *Completed on Time!*

Team Members: Andrew Wenger, General Manager

Matt Fitch, Project Superintendent

Dawn Monroe, Project Engineer

Jennifer Rath, Project Coordinator

All proposed for Fountain Hills projects!

CARGO FACILITY BARRICADES

Awarded: 6/14/2018

Original Cost: \$9,393 | Final Cost: \$9,393 - *Completed On Budget!*

Original Completion Date: 8/24/2018

Final Completion Date: 8/21/2018 - *Completed Early!*

Team Members: Andrew Wenger, General Manager

Matt Fitch, Project Superintendent

Dawn Monroe, Project Engineer

Jennifer Rath, Project Coordinator

All proposed for Fountain Hills projects!

BSO OFFICE & LOCKER ROOM REFRESH

Awarded: 6/25/2018

Original Cost: \$33,764

Final Cost: \$33,764 - *Completed On Budget!*

Original Completion Date: 10/12/2018

Final Completion Date: 10/5/2018 - *Completed Early!*

Team Members: Andrew Wenger, General Manager

Matt Fitch, Project Superintendent

Dawn Monroe, Project Engineer

Jennifer Rath, Project Coordinator

All proposed for Fountain Hills projects!

Owner: Southwest Airlines

Contact: Dan Wiley, Regional Manager

Address: 2702 Love Field Dr. HDQ 7FT, Dallas, Texas 75235

Phone: (623) 414-6628

Email: Dan.Wiley@wnco.com

Contract initiation: 1/1/2015

Contract expiration: 12/31/2018





WELLS FARGO 24/7 RESPONSE PROGRAM 2017 - 2018 VARIOUS LOCATIONS, ARIZONA

FCI has a 24/7 response statewide master service agreement with Wells Fargo. We have completed 27 small repair projects since 2017.

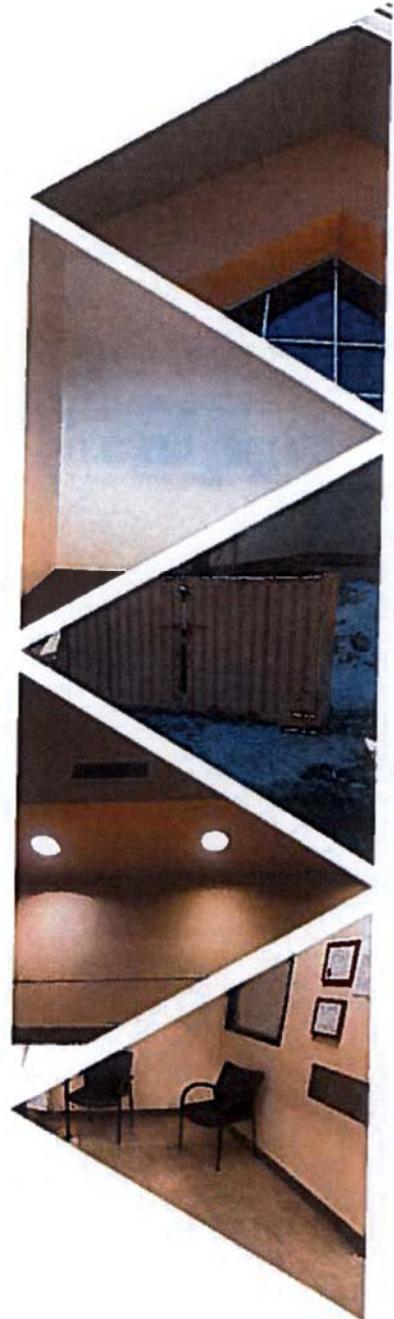
Services provided: General construction services. Our scope has included new paint, and repairs to walls, doors and millwork.

- FLAGSTAFF PAINT TELLER LINE WALL EMERGENCY REPAIR \$734**
- CHINLE DOOR HANDLE REPAIR \$497**
- SURPRISE MILLWORK REPAIR \$747**
- FLAGSTAFF SOFFIT REPAIR \$5,406**
- CHINLE LOBBY & WOMEN'S RESTROOM PAINT \$750**
- FLAGSTAFF MILLWORK REPAIR \$1,975**
- FLAGSTAFF MAIN TRASH ENCLOSURE REPAIR \$1,976**
- FLAGSTAFF FRY'S TILE REPAIR \$2969**
- FLAGSTAFF MALL WALL PAINT \$2000**
- EAST FLAGSTAFF PAINT \$2735**
- WEST FLAGSTAFF PAINT \$1000**
- FLAGSTAFF PAINT TOUCH-UP \$750**
- FLAGSTAFF BASHAS PAINT \$1989**
- FLAGSTAFF LIGHT REPAIR \$750**
- TUBA CITY DOOR REPAIR \$1,329**

Team Members: Andrew Wenger, General Manager*
Kevin Beckrich, Project Superintendent*
Mike James, Project Superintendent
Steve Peet, Craftsmen
Dawn Monroe, Project Engineer*
Jennifer Rath, Project Coordinator*
**All proposed for Fountain Hills projects!*

Owner: Wells Fargo Properties, Inc.
Contact: Anthony Velarde, Arizona Regional Property Manager
Address: 420 Montgomery Street, San Francisco, California 94163
Phone: (602) 739-3166
Email: anthony.j.velarde@wellsfargo.com

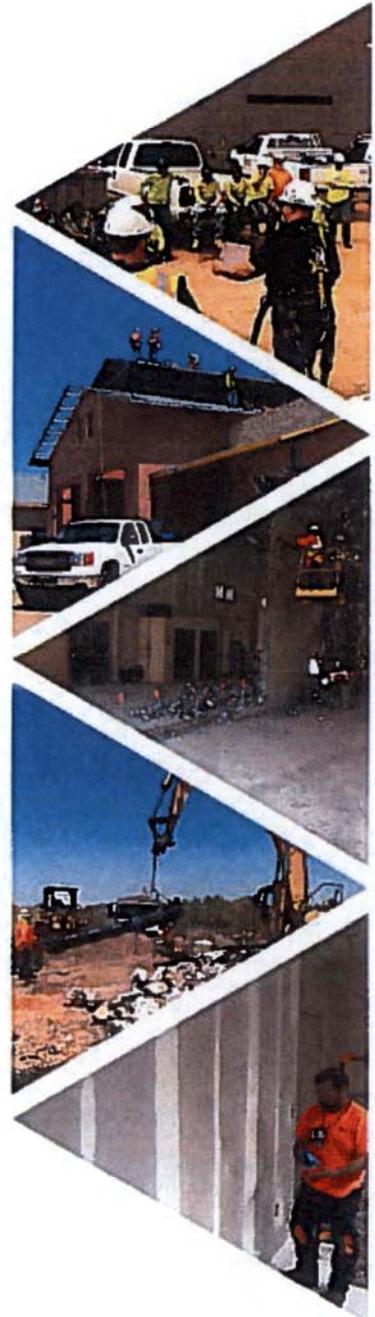
Contract initiation: 5/1/2017
Contract expiration: 12/31/2018





STATEWIDE JOB ORDER CONTRACT EXPERIENCE

- › City of Avondale TCPN 2016
- › City of Avondale Job Order Contract 2015
- › City of Goodyear TCPN 2016
- › City of Maricopa, Fire Station Task Order Contract 2017
- › City of Prescott Job Order Contract 2017-2018
- › City of Tolleson Job Order Contract 2017
- › City of Tolleson Small Project Construction Services 2016
- › City of Tolleson Small Project Construction Services 2015
- › Town of Camp Verde
- › Town of Gilbert 1GPA 2016
- › Coconino County Job Order Contract
- › Frontier Ranch Improvements
- › Chinle U.S.D. 1GPA Contract 2018
- › Chinle U.S.D. 1GPA Contract 2017
- › Chinle U.S.D. 1GPA Contract 2016
- › Chinle U.S.D. 1GPA Contract 2015
- › Grand Canyon U.S.D. NACOG Headstart Remodel
- › Grand Canyon U.S.D. 2015 Repairs
- › NAU M.V. Garage Surveillance Camera & Security
- › Phoenix-Mesa Gateway Airport Administrative Tenant Improvement
- › Boeing Master Service Agreement 2017
- › Boeing Master Service Agreement 2016
- › Bank of America Master Service Agreement 2015-2018
- › Bank of America Master Service Agreement 2012-2015
- › American Airlines Job Order Contract 2017
- › American Airlines Job Order Contract 2016
- › Acacia Elementary School Modular Classroom
- › Ak-Chin Pavilion Communications Equipment Shelter
- › Arizona State University Job Order Contract 2018
- › Arizona State University Job Order Contract 2017
- › Arizona State University Job Order Contract 2016
- › Navajo County Jail Expansion and Remodel
- › Prescott Airport Electrical Improvements
- › Southwest Airlines Master Service Agreement 2017
- › Southwest Airlines Master Service Agreement 2016
- › Southwest Airlines Master Service Agreement 2015
- › University of Phoenix Cardinal Stadium Upgrades
- › Vistana Signature Experiences Job Order Contract 2016
- › Vistana Signature Experiences Job Order Contract 2015
- › Wells Fargo 24/7 Response Program 2017-2018





ARIZONA REGISTRAR OF CONTRACTORS LICENSE

— IMPORTANT NOTICE —
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

F C I Constructors Inc
Po Box 2176
Litchfield Park, AZ 85340-2176

**THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY**

↓

LICENSE EFFECTIVE THROUGH: 8/30/2020
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
F C I Constructors Inc

CONTRACTORS LICENSE NO. ROC 072062 CLASS B-1

General Commercial
General Commercial Contracting

THIS CARD MUST BE PRESENTED UPON DEMAND


JEFF FLZERHAM, DIRECTOR



FCI'S TOWN OF FOUNTAIN HILLS ORGANIZATIONAL CHART



Jeff Eades
Vice President of
Arizona Operations

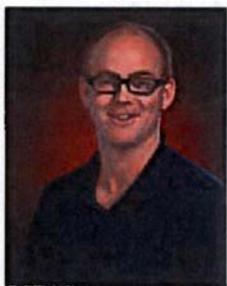


Andrew Wenger
General Manager

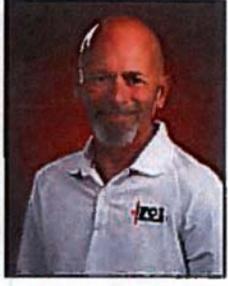
MAIN POINT OF
CONTACT



Teresa Mullins
Office Manager



Matt Fitch
Project
Superintendent



Kevin Beckrich
Project
Superintendent



Michael Saks
Safety Director



Dawn Monroe
Project Engineer



Jennifer Rath
Project Coordinator

SUBCONTRACTORS

Andrew Wenger

GENERAL MANAGER



Andrew is one of FCI's most meticulous Managers with great working relationships with architects and subcontractors. His hands-on management style is a perfect fit for the fast-track, field-fit nature of these projects. His construction

expertise is invaluable to quality control of these types of renovation and addition projects.

He maintains a current knowledge of all project activities, as it is his goal to have a personal relationship with each client, offering support to all parties involved. Andrew will be directly responsible and engaged in managing this JOC program, and ensuring adequate resources.

WITH FCI SINCE

- 2016

IN INDUSTRY SINCE

- 2005

EDUCATION

- B.S. in Construction Management
Ira A. Fulton School of Engineering at Arizona State University

CERTIFICATIONS

- OSHA 10 & 30-Hour
- CPR/First Aid
- Fingerprint Clearance Card
- CBD (Certified Business Developer)
- CJP (Certified Job Order Contracting Professional)

REFERENCES

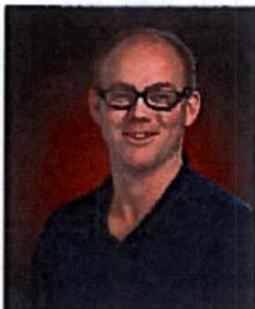
- Lonnie Inskeep, Assistant Chief
City of Maricopa
(520) 494-2396
- Gary Peloso, Tech Ops Maintenance Manager
American Airlines
(480) 235-9494
- Felicia Concholar, Project Manager
Jones Lang LaSalle
(480) 224-5522
- Dan Ensign, Director of Construction
Litchfield Elementary School District
(623) 535-6000
- Freeda Haynes, Manager
The Boeing Company
(480) 655-3480

COMPARABLE PROJECTS:

- City of Maricopa Task Order Contract 2018 - Maricopa, AZ**
 - Multiple Fire Station Improvements, \$278,357
- City of Prescott Job Order Contract 2018 - Prescott, AZ**
 - Granite Street Garage 5th Floor Re-Caulk, \$31,000
 - Granite Street Garage SE Stair Replacement, \$403,766
- City of Tolleson TCPN 2017 - Tolleson, AZ**
 - City Library Expansion, \$410,792
- City of Prescott Job Order Contract 2017 - Prescott, AZ**
 - Granite Street Garage NE Renovation, \$330,869
- Town of Gilbert Job Order Contract 2017 - Gilbert, AZ**
 - McQueen Activity Center Floors, \$46,981
- City of Maricopa Task Order Contract 2017 - Maricopa, AZ**
 - Phase 1 & 2 Fire Station Improvements, \$323,240
 - Maricopa Fire Station No. 571 Epoxy Flooring, \$63,112
- City of Tolleson Small Projects 2016 - Tolleson, AZ**
 - Carniceria El Rodeo Storefront Renovation, \$122,737
- City of Goodyear TCPN 2016 - Goodyear, AZ**
 - 12" Water Main Repair, \$105,244
 - Vault Lid Replacement, \$21,451
- Litchfield Elementary School District JOC 2017 - Various**
 - Palm Valley Elementary Cafeteria Renovation, \$40,504
 - Support Services Building Remodel, \$111,809
- Arizona State University Job Order Contract 2018 - Various**
 - Gammage Stage Re-surfacing, \$218,491
 - Poly Tech Pool Demolition, \$174,650
 - West Campus UCB EOSS Tenant Improvement, \$155,568
- Arizona State University Job Order Contract 2017 - Various**
 - Tempe Campus SCOB Rooms Interior Renovations, \$29,708
 - Thunderbird Hangar Structural Repair, \$48,300
 - Veteran's Way Landscape Improvements, \$127,595
 - Polytechnic Creativity Center Re-roof, \$237,878
- Southwest Airlines Master Service Agreement - Various**
 - Phoenix GSE Bollard Move, \$18,371
 - Reservations Canopy Replacement, \$10,352
 - Terminal 4 SSO Remediation Build Back, \$18,157
 - Cargo Facility Barricades, \$9,393
 - BSO Office & Locker Room Refresh, \$33,764
- Bank of America Job Order Contract 2015-2018 - Various**
 - Buckeye Campus Capacity Additions, \$469,256
 - Catalina Training Room Modifications, \$10,771
 - BAC Cafeteria Upgrade, \$19,888
 - Buckeye Capacity Additions Maricopa 3rd Floor, \$419,206
 - Chandler Building A Capacity Additions, \$91,109
 - Buckeye Catalina Capacity Additions, \$58,092
 - Chandler Campus HVAC Replacement, \$126,797

Matt Fitch

PROJECT SUPERINTENDENT



Matt has over 13 years of experience in the construction industry and has been an integral part of the Special Projects Division. He is a master in problem solving and is proactive in the management of all job site activities.

As Project Superintendent, Matt will be responsible for all daily construction activities. This includes the supervision, coordination, and scheduling of subcontractors, quality control and safety, and ultimately ensuring that the project is built to the highest quality and standards. Matt is available to the Town from initial kick-off of projects and will continue to serve through warranty. He will be on-site full time for future Town of Fountain Hills Projects.

WITH FCI SINCE

- 2014

IN INDUSTRY SINCE

- 2005

EDUCATION

- A.A.S. in General Studies
Pratt Community College

CERTIFICATIONS

- OSHA 10-Hour
- Maricopa County Dust Control
- CPR/First Aid
- Fingerprint Clearance Card

REFERENCES

- Dan Wiley,
Regional Manager
of Facilities
Southwest Airlines
(623) 414-6628

- Ray Diaz,
Operations Supervisor
City of Goodyear
(623) 882-7693

- Dave Ramuz,
Project Manager
City of Avondale
(623) 333-1200

- Felicia Concholar,
Project Manager
Jones Lang LaSalle
(480) 224-5522

COMPARABLE PROJECTS:

City of Maricopa Task Order Contract 2018 - Maricopa, AZ
- Multiple Fire Station Improvements, \$278,357

City of Goodyear TCPN 2016 - Goodyear, AZ
- 12" Water Main Repair, \$105,244
- Vault Lid Replacement, \$21,451
- 30" Water Main Repair, \$44,689

City of Goodyear TCPN 2015 - Goodyear, AZ
- Rainbow Reclamation 4" Water Line, \$6,437
- Air Relieve Valve Vaults Repair & Installation, \$7,622

City of Tolleson Small Projects 2016 - Tolleson, AZ
- Carniceria El Rodeo Storefront Renovation, \$122,737

City of Tolleson Small Projects 2015 - Tolleson, AZ
- Van Buren Facade Improvements, \$135,000
- LA Art, Watermill Wall Facade, \$41,160
- LA Art, 99 Cent Store, Tamales Guadalajara Facade, \$63,322
- Veterans Park Maintenance Building Canopy, \$128,934

City of Avondale Job Order Contract 2015 - Avondale, AZ
- Crystal Gardens Lake Trail Improvements, \$49,988
- Water Resources Tree Removal, \$39,783
- Fire Station No. 174 Rainwater Erosion Control, \$7,937

Litchfield Elementary School District JOC 2017 - Various
- Support Services Building Remodel, \$111,809

Washington Elementary School District - Phoenix, AZ
- Acacia Elementary School Modular Classroom, \$187,742

Arizona State University Job Order Contract 2017 - Various
- Tempe Campus SCOB Rooms Interior Renovations, \$29,708

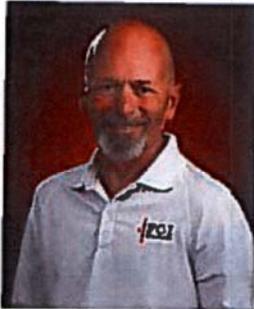
Arizona State University Job Order Contract 2016 - Various
- Tempe Center Classroom Renovations, \$37,408
- Polytechnic Robotics Research Lab Renovation, \$13,514
- Poly Monument Sign Installation, \$140,009
- Payne Hall Conference Room Refresh, \$21,240

Bank of America Job Order Contract 2015-2018 - Various
- Chandler Building A Capacity Additions, \$91,109
- Chandler Campus HVAC Replacement, \$126,797
- Camelback Densification, \$853,663

Southwest Airlines Master Service Agreement - Various
- Hanger Wall Relocation, \$24,360
- PHX Breakroom Updates, \$66,988
- Cargo Office Renovation, \$132,409
- Phoenix GSE Bollard Move, \$18,371
- Inflight Restroom Renovation, \$76,901
- Reservations Canopy Replacement, \$10,352
- Terminal 4 SSO Remediation Build Back, \$18,157
- Cargo Facility Barricades, \$9,393
- BSO Office & Locker Room Refresh, \$33,764

Kevin Beckrich

PROJECT SUPERINTENDENT



Prior to joining FCI, Kevin served as a Facility Maintenance Coordinator and has a wealth of experience working within occupied facilities. He has over 25 years of field and hands-on experience.

As Project Superintendent, he is responsible for maintaining quality control and general job coordination, including planning and scheduling of subcontractors and FCI crews. Kevin is available to the Town from initial kick-off of projects and will continue to serve through warranty. He will be on-site full time for future Town of Fountain Hills Projects.

WITH FCI SINCE

- 2016

IN INDUSTRY SINCE

- 1993

EDUCATION

- Lowell Senior High School

CERTIFICATIONS

- OSHA 30-Hour
- Welding
- CPR/First Aid
- Fingerprint Clearance Card

REFERENCES

- Mic Fenech, Facilities Manager
City of Prescott
(928) 777-1201
- Dan Ensign, Director of Construction
Litchfield Elementary School District
(623) 535-6000
- Steve Danish, Project Coordinator
Arizona State University
(480) 965-9727

COMPARABLE PROJECTS:**City of Prescott Job Order Contract 2018 - Prescott, AZ**

- Granite Street Garage 5th Floor Re-Caulk, \$31,000
- Granite Street Garage SE Stair Replacement, \$403,766

City of Prescott Job Order Contract 2017 - Prescott, AZ

- Granite Street Garage NE Renovation, \$330,869

Town of Gilbert Job Order Contract 2017 - Gilbert, AZ

- McQueen Activity Center Floors, \$46,981

City of Goodyear TCPN 2016 - Goodyear, AZ

- Vault Lid Replacement, \$21,451
- 30" Water Main Repair, \$44,689

City of Tolleson Small Projects 2016 - Tolleson, AZ

- Carniceria El Rodeo Storefront Renovation, \$122,737

Litchfield Elementary School District JOC 2017 - Various

- Palm Valley Elementary Cafeteria Renovation, \$40,504
- Litchfield Elementary School Door Addition, \$9,069

Arizona State University Job Order Contract 2018 - Various

- Gammage Stage Re-surfacing, \$218,491
- Poly Tech Pool Demolition, \$174,650
- West Campus UCB EOSS Tenant Improvement, \$155,568

Arizona State University Job Order Contract 2017 - Various

- Thunderbird Hangar Structural Repair, \$48,300
- Veteran's Way Landscape Improvements, \$127,595

Wells Fargo 24/7 Response Program 2017-2018 - Various

- Surprise Millwork Repair, \$747
- Flagstaff Soffit Repair, \$5,406
- Flagstaff Interior Door Paint, \$2,735

Boeing Master Service Agreement 2017 - Mesa, AZ

- B530-B543 Demolition, \$154,378
- B530-B543 Tenant Improvement, \$3,444,385
- B543 Phase 02 Tenant Improvement, \$3,433,411

Boeing Master Service Agreement 2016 - Mesa, AZ

- B520 Roof Replacement, \$1,534,461

Southwest Airlines Master JOC 2018 - Phoenix, AZ

- Credit Union Phx Office Tenant Improvement, \$14,400

American Airlines Job Order Contract 2017 - Phoenix, AZ

- Terminal 4 Curbside Kiosk Relocation, \$61,005

University of Phoenix Cardinal Stadium - Glendale, AZ

- FreeD Camera Replay System, \$802,738

Vistana Signature Experiences JOC 2016 - Various

- Westin Desert Willow Interior Renovation, \$630,319

Dawn Monroe

PROJECT ENGINEER



Dawn has been with FCI for over 5 years and has been dedicated to our Special Projects/ Job Order Contract Division ever since. She is detail-oriented and has full knowledge of the technology used to track all of the work items necessary to facilitate the construction of any project.

As Project Engineer, Dawn will oversee all project documentation. Dawn's strength in interacting and collaborating with subcontractors and designers will benefit your projects.

**WITH FCI
SINCE**

- 2013

**IN INDUSTRY
SINCE**

- 2013

EDUCATION

- B.S. in Business
Davenport
University

CERTIFICATIONS

- CPR/First Aid
- Fingerprint
Clearance Card

COMPARABLE PROJECTS:

- City of Maricopa Task Order Contract 2018 - Maricopa, AZ**
- Multiple Fire Station Improvements, \$278,357
- City of Prescott Job Order Contract 2018 - Prescott, AZ**
- Granite Street Garage 5th Floor Re-Caulk, \$31,000
- Granite Street Garage SE Stair Replacement, \$403,766
- City of Prescott Job Order Contract 2017 - Prescott, AZ**
- Granite Street Garage NE Renovation, \$330,869
- Town of Gilbert Job Order Contract 2017 - Gilbert, AZ**
- McQueen Activity Center Floors, \$46,981
- City of Maricopa Task Order Contract 2017 - Maricopa, AZ**
- Phase 1 & 2 Fire Station Improvements, \$323,240
- Maricopa Fire Station No. 571 Epoxy Flooring, \$63,112
- City of Tolleson TCPN 2017 - Tolleson, AZ**
- City Library Expansion, \$410,792
- City of Tolleson Small Projects 2016 - Tolleson, AZ**
- Carniceria El Rodeo Storefront Renovation, \$122,737
- City of Tolleson Small Projects 2015 - Tolleson, AZ**
- Van Buren Facade Improvements, \$135,000
- LA Art, Watermill Wall Facade, \$41,160
- LA Art, 99 Cent Store, Tamales Guadalajara Facade, \$63,322
- Veterans Park Maintenance Building Canopy, \$128,934
- City of Goodyear TCPN 2016 - Goodyear, AZ**
- 12" Water Main Repair, \$105,244
- Vault Lid Replacement, \$21,451
- 30" Water Main Repair, \$44,689
- City of Goodyear TCPN 2015 - Goodyear, AZ**
- Rainbow Reclamation 4" Water Line, \$6,437
- Air Relieve Valve Vaults Repair & Installation, \$7,622
- City of Avondale Job Order Contract 2015 - Avondale, AZ**
- Crystal Gardens Lake Trail Improvements, \$49,988
- Water Resources Tree Removal, \$39,783
- Fire Station No. 174 Rainwater Erosion Control, \$7,937
- Litchfield Elementary School District JOC 2017 - Various**
- Palm Valley Elementary Cafeteria Renovation, \$40,504
- Litchfield Elementary School Door Addition, \$9,069
- Support Services Building Remodel, \$111,809
- Arizona State University Job Order Contract 2018 - Various**
- Gammage Stage Re-surfacing, \$218,491
- Poly Tech Pool Demolition, \$174,650
- West Campus UCB EOSS Tenant Improvement, \$155,568
- Arizona State University Job Order Contract 2017 - Various**
- Swada Rooms Interior Renovations, \$29,708
- Thunderbird Hangar Structural Repair, \$48,300
- Veteran's Way Landscape Improvements, \$127,595
- Polytechnic Creativity Center Re-roof, \$237,878

Jennifer Rath

PROJECT COORDINATOR



Jennifer is proactive in completing her work quickly, which makes her a perfect fit for our fast-paced special projects.

Jennifer is responsible for preparing, coordinating, and distributing project correspondence (reports, minutes, subcontracts, change orders, ASI's, RFI's and RFP's) and processing pay applications. She is proficient in Prolog and other project software.

WITH FCI SINCE

- 2017

IN INDUSTRY SINCE

- 1997

EDUCATION

- Nassau Community College

CERTIFICATIONS

- CPR/First Aid
- Fingerprint Clearance Card

COMPARABLE PROJECTS:

City of Maricopa Task Order Contract 2018 - Maricopa, AZ
- Multiple Fire Station Improvements, \$278,357

City of Prescott Job Order Contract 2018 - Prescott, AZ
- Granite Street Garage 5th Floor Re-Caulk, \$31,000
- Granite Street Garage SE Stair Replacement, \$403,766

Arizona State University Job Order Contract 2018 - Various
- Gammage Stage Re-surfacing, \$218,491
- Poly Tech Pool Demolition, \$174,650
- West Campus UCB EOSS Tenant Improvement, \$155,568

Boeing Master Service Agreement 2018 - Mesa, AZ
- Flight Line Maintenance Building \$863,688

Boeing Master Service Agreement 2017 - Mesa, AZ
- B530-B543 Demolition, \$154,378
- B530-B543 Tenant Improvement, \$3,444,385
- B543 Phase 02 Tenant Improvement, \$3,433,411

Bank of America Job Order Contract 2015-2018 - Various
- Buckeye Catalina Capacity Additions, \$58,092
- Chandler Campus HVAC Replacement, \$126,797
- Camelback Densification, \$853,663

Wells Fargo 24/7 Response Program 2017-2018 - Various
- Chintle Door Handle Repair, \$597
- Surprise Millwork Repair, \$747
- Flagstaff Soffit Repair, \$5,406
- Flagstaff Main - Trash Enclosure Repair, \$1,976
- Flagstaff Tile Repair, \$2,969
- Flagstaff Mall Paint, \$2,000
- Flagstaff Interior Door Paint, \$2,735
- Flagstaff Customer Facing & Breakroom Paint, \$1,000
- Flagstaff Touch-up, \$750
- Flagstaff Bashas Paint, \$1,989
- Flagstaff Light Repair, \$750
- Tuba City Door Repair, \$1,329

Southwest Airlines Master Service Agreement - Various
- Reservations Canopy Replacement, \$10,352
- Hangar Signage, \$131,884
- Terminal 4 SSO Remediation Build Back, \$18,157
- Cargo Facility Barricades, \$9,393
- BSO Office & Locker Room Refresh, \$33,764

American Airlines Job Order Contract 2017 - Phoenix, AZ
- N2 Admiral Club Glass Door Replacement, \$11,591

Michael Saks

SAFETY DIRECTOR



Michael brings over 17 years of construction management experience in occupational environmental, safety, health and quality control fields. He has proven success in the development and implementation

of environmental, safety, health and quality control policies and procedures as well as proven ability to successfully implement positive change resulting in decreased accidents and injuries and increased project controls efficiency. He possesses a "life-long-learner" attitude and continually seeks to further his education and certifications.

Michael will closely monitor construction activities to ensure safety and assist the Project Superintendents with quality control.

**WITH FCI
SINCE**

- 2013

**IN INDUSTRY
SINCE**

- 2001

EDUCATION

- B.S. in
Occupational
Safety & Health
Columbia
Southern
University

**PROFESSIONAL
SAFETY
CERTIFICATIONS**

- Certified Construction Health & Safety Technician
- Industrial Hygiene Management Certificate, Columbia Southern University
- Board of Certified Safety Professionals

CERTIFICATIONS & SPECIALIZED TRAINING

- 40hr. Construction Safety Hazard Awareness Training for Contractors
- Construction Health and Safety Technician (CHST)
- 40 hr. HAZWOPER
- OSHA 30 hour Course Certification
- ACR Standard First Aid and ACR Adult CPR
- NAVFAC Construction Safety & Health Certification Course, Level I
- NAVFAC Construction Safety & Health Certification Course, Level II
- KRS RF Safety Training Course
- Mold Training for Contractors #2151369
- Personal Protective Equipment
- Hazardous Energy; Lock-out/Tag-out
- Safway Sectional Scaffold Erector/Inspector
- Forklift Train the Trainer
- Lead Abatement Train the Trainer
- Aerial/Man-lift
- Fall Protection, Cranes, Excavation/Trenching
- Certificate, Association for the Advancement of Cost Engineering (AACE)
- Planning and Scheduling Course Certificate, AACE
- ACI Concrete Transportation Construction Inspector
- ACI Grade 1 Concrete Field Testing Certification #049738
- ACI Concrete Strength Testing Technician
- ACI Concrete Laboratory Testing Technician- Grade I
- Precast/Prestressed Concrete Institute (PCI) Quality Control Personnel Certification Technician Level I
- ICBO Reinforced Concrete Special Inspector #5206065-49
- ICBO Structural Masonry Special Inspector #5206065-84
- ICBO Spray Applied Fire Proofing Inspector #5209065-86
- The Post-Tension Institute, Level 1 Field Fundamentals Inspector #21504597
- NICET Level I in Geotechnical Engineering Technology, Construction #114351
- NICET Level I in Geotechnical Engineering Technology, Laboratory #114351



At this time, we do not foresee the need to propose any specific subcontractor. We will utilize our own internal craftsmen to self-perform the scope of work when it makes sense and is cost efficient. Sometimes projects have tight construction schedules and specific requirements. In order to complete the project according to the project constraints, we may utilize our subcontractors manpower in lieu of self-performing scopes of work. Additionally, we will utilize specialty trades to perform scopes of work we are not licensed to self-perform, such as: Mechanical, HVAC Controls, Fire Alarm, Electrical, Fire Sprinkler, etc.

SUBCONTRACTOR SELECTION PLAN

FCI has a policy to pre-qualify our subcontractors prior to bidding any of our projects, thus helping to ensure you receive the best value and quality for your project. Our plan conforms to A.R.S. 41-2578, which states selection must be based on qualifications alone or a combination of qualifications and price.

SUBCONTRACTOR SOLICITATION

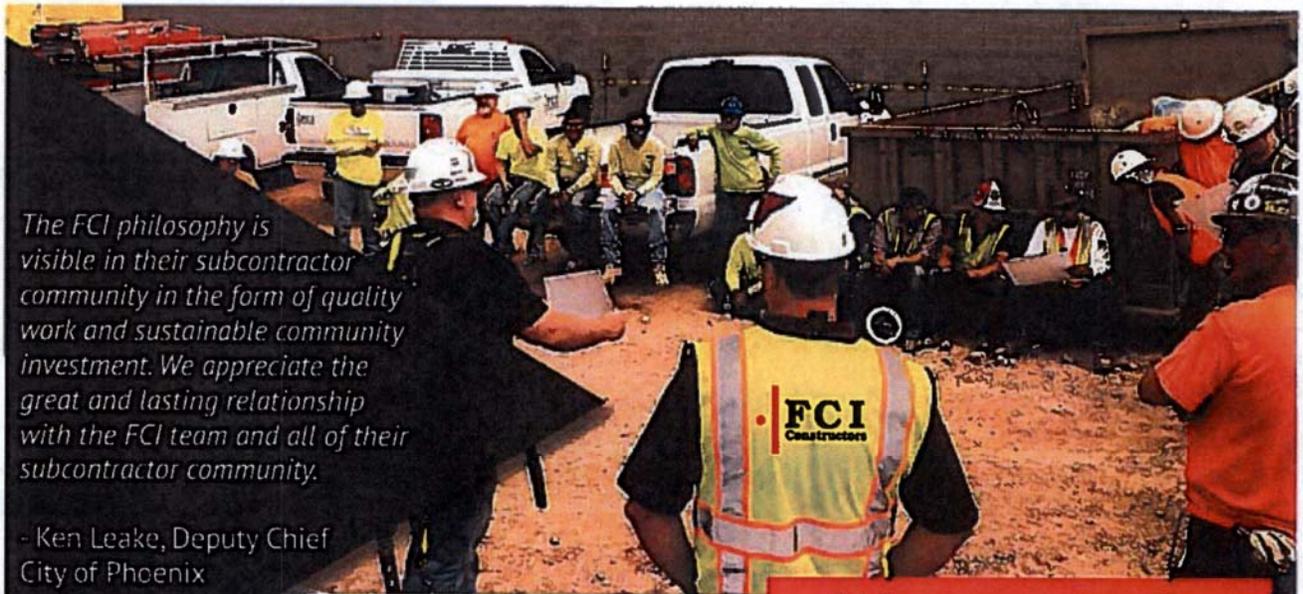
Because subcontractors are literally the foundation of a successful project, subcontractor solicitation and involvement is a key factor in the preconstruction effort. We not only notify subs, but also make sure they understand the scope and pre-qualify them. FCI uses the latest construction solicitation methods including:

- 1. Sending out invitations to subcontractors from our own database of several hundred Arizona Subcontractors.
- 2. Posting the project to plan rooms.
- 3. Advertising in the local news media.
- 4. Calling subcontractors directly.
- 5. Holding a trade fair for all local tradesmen.

We also know the importance of local subcontractor participation and the value it adds to each community we work in. It is our standard practice to receive pricing from a minimum of three subcontractors for each trade to ensure the most competitive and responsible cost is provided to the Town of Fountain Hills!

The FCI philosophy is visible in their subcontractor community in the form of quality work and sustainable community investment. We appreciate the great and lasting relationship with the FCI team and all of their subcontractor community.

- Ken Leake, Deputy Chief
City of Phoenix



It is important to us that the Town participate in this process. We are open to using any subcontractors the Town prefers or has worked with in the past!



OUR PLAN

Our plan begins with the development of a subcontractor list that identifies three to five or more subcontractors for each phase of work. FCI will request all subcontractors submit an AIA Document A305 "Contractor's Qualification Statement" for pre-qualifying. Once the pre-qualification phase is complete, the subcontractor's qualification statements along with the updated sub-list will be submitted to the project team for final comments and approval.

Although we use AIA Document A305 to pre-qualify our sub consultants, we don't stop there. We feel safety on the site is extremely important and we will carry that through with all of our subs.

- If their safety plans do not meet our expectations, we will work with and train them until their plan is up to the level expected.
- We insist on meeting all OSHA safety requirements.
- We conduct weekly on-site "Tool Box" safety meetings.
- We conduct weekly safety inspections to ensure all project safety requirements are being met.

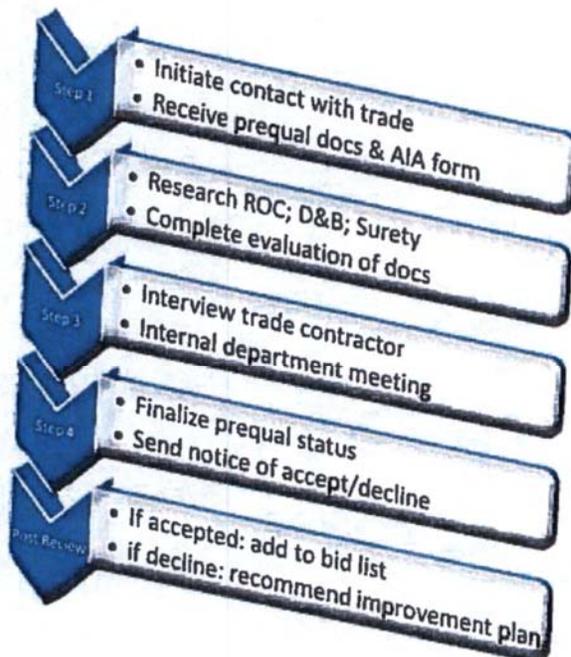
If circumstances on the project such as complexity or a requirement for a specific product that is a Town standard, make a qualification based selection preferable, we will develop a short list of contractors, interview them and rank them. Once they are ranked, we will lock in a fee proposed to maximize budget control.

The Town of Fountain Hills will be involved in this process as much as they want to be, as this information is also open book!

OUR SUBCONTRACTOR DATABASE



PROCESS OVERVIEW



COMPARE APPLES TO APPLES... ANYTIME, ANYWHERE!

FCI develops scope sheets for each trade that enable the City to easily review each subcontractor that submitted pricing and how the recommended sub stacks up compared to the other bidders. These scope sheets provide a means to ensure an apples-to-apples comparison of each bid is conducted resulting in complete scope coverage and eliminating any scope overlap amongst trades. Final selection of each subcontractor is entirely up to you and any additional information that may be needed on any subcontractor will be provided.

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

[Sample Job Order]



TOWN OF FOUNTAIN HILLS, ARIZONA
Community Services Department

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
	Sub Total-GENERAL CONDITIONS		\$0.00
	SUB CONTRACTOR COSTS		
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
	Sub Total-SUB CONTRACTOR COSTS		\$0.00
	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
	Sub Total-SELF-PERFORMED WORK AND OTHER MISC COSTS		\$0.00
	ALLOWANCES OR CONTINGENCY AMOUNTS (PROVIDE LIST)		\$0.00
	GRAND TOTAL		\$0.00

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}

POLICY NUMBER: ZAGLB9220002

COMMERCIAL GENERAL LIABILITY
CG20100704

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES EXCEPT PARTICIPANTS OF CONTROLLED INSURANCE PROGRAMS, WHERE REQUIRED BY A WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED.	ALL LOCATIONS AND PROJECTS OF THE INSURED

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.

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.

POLICYNUMBER ZAGLB9220002

COMMERCIALGENERALLIABILITY
CG20370704

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:

COMMERCIALGENERALLIABILITYCOVERAGEPART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED.</p>	<p>ALL LOCATIONS AND PROJECTS OF THE INSURED</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE SPECIFICALLY AGREED IN WRITING TO PROVIDE ADDITIONAL INSURED STATUS UNDER THIS POLICY.

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

Under Covered Autos Liability Coverage, the Who is An Insured provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom Covered Auto Liability Coverage is afforded under this policy

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9242102

Named Insured: FCI CONSTRUCTORS, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/01/2018

POLICY NUMBER: ZAGLB9220002

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 B, 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.

POLICY NUMBER: ZACAT9242102

COMMERCIAL AUTO
CA04 44 1013**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): 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 Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: ZAWCI9389202

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2018 Policy No. ZAWCI9389202

Endorsement No.

Insured FCI CONSTRUCTORS, INC.

Premium \$ INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

DATE OF ISSUE:
WC 00 03 13
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 00 01 A

INFORMATION PAGE

Insurer:

POLICY NO.

ZAWCI9389202

ARCH INSURANCE COMPANY
 2345 Grand Blvd
 Suite 900, Kansas City, MO 64108
 NCCI Code # 28355

1. The Insured: **FCI CONSTRUCTORS, INC.** _____ Individual _____ Partnership
 Mailing address: **(SEE NAMED INSURED ENDT)**
P.O. BOX 1767 X Corporation or
GRAND JUNCTION CO 81502

Other workplaces not shown above: **See Workers Compensation Classification Schedule**

2. The policy period is from 10-01-2018 to 10-01-2019 at the insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
AZ CO MT NE NM NV OK TX UT

- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ <u>1,000,000</u>	each accident
Bodily Injury by Disease	\$ <u>1,000,000</u>	policy limit
Bodily Injury by Disease	\$ <u>1,000,000</u>	each employee

- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
AL AK AR CA CT DE DC FL GA HI ID IL IN IA KS KY LA ME MD MA
MI MN MS MO NH NJ NY NC OR PA RI SC SD TN VT VA WV WI

- D. This policy includes these endorsements and schedules:
See Schedule of Forms and Endorsements

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
-----------------	----------	---	--------------------------------------	--------------------------------

See Workers Compensation Classification Schedule

Total Estimated Annual Premium \$: : :

Minimum Premium \$ Expense Constant \$

Countersigned by



One Tower Square, Hartford, Connecticut 06183

**POLICY DECLARATIONS
EXCESS FOLLOW-FORM AND UMBRELLA
LIABILITY INSURANCE POLICY**

POLICY NO.: ZUP-15P96357-18-NF
ISSUE DATE: 10/24/18

INSURING COMPANY: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

FCI CONSTRUCTORS, INC.
P.O. BOX 1767
GRAND JUNCTION CO 81502

2. POLICY PERIOD: From 10/01/2018 to 10/01/2019 12:01 A.M. Standard Time at your mailing address.

3. LIMITS OF INSURANCE:

COVERAGES	LIMITS OF LIABILITY	
AGGREGATE LIMITS OF LIABILITY	\$25,000,000	General Aggregate
	\$25,000,000	Products-Completed Operations Aggregate
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY	\$25,000,000	Occurrence Limit subject to the General Aggregate
CRISIS MANAGEMENT SERVICE EXPENSES	\$250,000	all Crisis Management Events
4. SELF INSURED RETENTION:	\$10,000	any one occurrence or event

5. PREMIUM: Flat Charge Adjustable (See Premium Schedule)

6. TAXES AND SURCHARGES: \$

7. On the effective date shown in Item 2, the Excess Follow-Form And Umbrella Liability Insurance Policy numbered above includes this Declarations Page and any forms and endorsements shown on the Listing Of Forms, Endorsements And Schedule Numbers.

8. If the Schedule Of Underlying Insurance includes any coverage provided on a claims-made basis, then the following disclaimer applies.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

9. If the Schedule Of Underlying Insurance includes any coverage which includes defense expenses within the limits of liability, then the following disclaimer applies:

DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE WITH RESPECT TO SOME OR ALL OF THE COVERAGES PROVIDED.

NAME AND ADDRESS OF AGENT OR BROKER:

USI COLORADO LLC
P.O. BOX 7050
ENGLEWOOD CO 80155

COUNTERSIGNED BY:

Authorized Representative

Date: _____

OFFICE: CENTENNIAL, CO

Policy Number
ZACAT9242102

COMMON POLICY DECLARATIONS
ARCH INSURANCE COMPANY

Named Insured FCI CONSTRUCTORS, INC.

Effective Date: 10-01-18
12:01 A.M., Standard Time

Agent Name USI COLORADO LLC

Agent No. 13084

Item 1.	Named Insured and Mailing Address	Agent Name and Address
	FCI CONSTRUCTORS, INC. (SEE NAMED INSURED ENDORSEMENT) PO BOX 1767 GRAND JUNCTION CO 81502	USI COLORADO LLC 6501 SOUTH FIDDLERS GREEN CIRCLE SUITE 100 GREENWOOD VILLAGE CO 80111 Agent No. 13084
Item 2.	Policy Period	From: 10-01-2018 To: 10-01-2019 at 12:01 A.M., Standard Time at your mailing address shown above.
Item 3.	Business Description: Form of Business: CORPORATION	
Item 4.	In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.	
	This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.	
	Coverage Part(s)	Premium
	Commercial Property Coverage Part	NOT COVERED
	Commercial General Liability Coverage Part	NOT COVERED
	Commercial Crime Coverage Part	NOT COVERED
	Commercial Inland Marine Coverage Part	NOT COVERED
	Commercial Auto (Business or Truckers) Coverage Part	\$,
	Commercial Garage Coverage Part	NOT COVERED
	TAX OR SURCHARGE	\$
	Total Policy Premium	\$,
Item 5.	Forms and Endorsements	
	Forms(s) and Endorsement(s) made a part of this policy at time of issue:	
	See Schedule of Forms and Endorsements	

Countersigned:

Date: 11-08-18

By: _____

Authorized Representative

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

FAIC-SKLBUS-CPD (6/01)