

**JOB ORDER MASTER AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
BUILDERS GUILD, 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 Builders Guild, Inc., a(n) Arizona corporation (the "Contractor").

RECITALS

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

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

AGREEMENT

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

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

2. Job Order Master Contract Process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Performance of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

4. Payments. Payments shall be made as follows:

4.1 Progress Payments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Insurance.

11.1 General.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.2 Required Insurance Coverage.

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

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

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

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

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

12. Termination; Cancellation.

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

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

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

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

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

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

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

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

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

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: Builders Guild, Inc.
4950 East Ingram Street
Mesa, Arizona 85205
Attn: Kathryn B. Carter, President

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

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

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

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

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

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

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

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

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

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

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

"Town"

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation


Grady E. Miller, Town Manager

ATTEST:


Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:


Aaron D. Arnson, Town Attorney

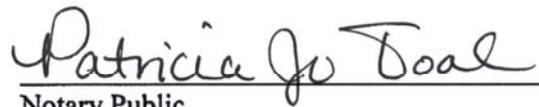
(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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



(Affix notary seal here)


Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

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

[SOQ]

See following pages.

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APPENDIX

 Vendor Information Form

 Key Position Resumes

BUILDERS GUILD, INC.

Construction Professionals

HAND DELIVERED

January 7, 2019

Town Clerk
Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, AZ 85268

Re: General Construction Services JOC Solicitation CS2019-006

Dear Selection Committee Members:

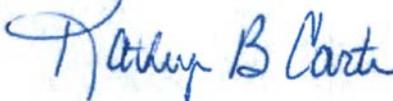
Builders Guild, Inc. (BGI) knows that job order contracting is more than just another construction project delivery method. A successful JOC program consists of long-term, collaborative processes that provide a unique opportunity among the participants to develop a mindset of partnering—a strong trend in the construction industry that begins with initial project design and continues throughout the construction process. We hope to participate in that collaborative process with the Town of Fountain Hills in support of your job order contracting needs.

Twenty-one different entities, including municipalities, hospitals, manufacturing and semiconductor facilities and others, have trusted us with job order contracts or very similar delivery methods over our 38 years in the construction industry. We have built strong relationships and have integrated seamlessly into facility operations for timely and effective project delivery in occupied facilities. BGI offers you the same project delivery expertise, quality, innovation and professionalism that our other JOC partners have come to expect.

This Statement of Qualifications documents our experience in and our full understanding of the oversight responsibilities of job order contracting.

We believe our firm and the Town of Fountain Hills would derive mutual benefits from a JOC partnership and look forward to the Committee's recommendations.

Sincerely,



Kathryn B. Carter, President
602.818.8339 (cell)
kathyc@buildersguild.com

A. GENERAL INFORMATION - 10 PTS.

(1) One page cover letter as described in Section 1.2(C).

(2) Provide Vendor identification information:

Legal name: **BUILDERS GUILD, INC. (BGI)**
 Address: **4950 E. Ingram Street
 Mesa, AZ 85205**

Identification No. **86-0409198**

Legal Status: **Arizona Sub Chapter C Corporation**

Corporate Officers:



BGI Corporate Office & Mill Shop

Name	Address	Title
Kathryn B. Carter	11024 N. 84 th St. Scottsdale, AZ 85260	President
Robert D. Carter	11024 N. 84 th St. Scottsdale, AZ 85260	Executive Vice President Chief Operating Officer
Mark E. Acre	8502 E. Indigo St. Mesa, AZ 85207	Vice President
Nicholas J. Nikrant	6050 E. Palm St. Mesa, AZ 85215	Vice President
Ellen K. Ostrand	2147 E. Browning Pl. Chandler, AZ 85286	Corporate Secretary
Kathryn B. Carter	11024 N. 84 th St. Scottsdale, AZ 85260	Treasurer

(3) Identify the location of the Vendor's principal office and the local work office, if different from the principal office.
 Same: 4950 E. Ingram Street, Mesa, AZ 85205-3315

(4) Provide a general description of the Vendor that is proposing to provide the Services, including years in business. BGI, founded in 1980, is a Mesa-based general contractor. We have built a reputation on skill, integrity and dependability during 38 years of successful operations in Arizona. Our team of construction professionals specializes in the Job Order Contracting (JOC) delivery process and is especially adept at managing and safely executing multiple, concurrent construction projects of comparable size and complexity to those to be completed for the Town of Fountain Hills as a part of this Job Order Contracting Services Contract. Through a partnering approach with our subcontractors and customers, we build strong relationships and are able to integrate seamlessly into facility operations for timely and effective project delivery.

As a complement to our construction operation, BGI operates an 8,000sf custom architectural woodworking facility at its corporate offices in Mesa, Arizona. Our millwork division has fabricated and installed thousands of feet of ASI premium grade casework including plastic laminate cabinetry and countertops, workstations, storage lockers, mail sorters and other specialized and custom casework to meet the requirements of our customers. The mill shop has produced hundreds of custom solid wood and wood veneer millwork pieces including conference tables, boardroom A/V centers, reception desks, and casework for complete office suites and reception areas as well.

Finally, BGI is a woman-owned Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) certified to perform work in the following areas: drywall, texture, painting & wall-covering, cabinetry and casework fabrication and installation, furnish and install doors, molding, trim, flooring, wall paneling and crown molding, and indoor air quality/infection control. Our AZ-UTRACS Number is 15680.

(5) Contract or subcontract that has been terminated within the last five years. None.

(6) Claims that resulted in litigation or arbitration within the last five years. None.

(7) Debarred by any federal, state or local government entity within the last five years. No.

(8) Vendor Information Form (may be attached as separate appendix). See Appendix ►

B. EXPERIENCE AND QUALIFICATIONS OF THE VENDOR - 30 PTS.

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

BANNER HEALTH NETWORK



Contact: Joe Micelli, Project Manager, D & C, Banner Del Webb Medical Center
Address: 13950 W. Meeker Blvd., Sun City West, AZ 85375
Telephone: 602.747.7501 (office) 602.316.4629 (cell)
Email: joseph.micelli@bannerhealth.com
Dates: 1999 to Present

Jobs: 1,162 | Value: \$48,045,123

Master Contract

Remodel/renovation/refurbishment/expansion of entire hospital floors / pods / towers / units, nurses' stations, waiting rooms, pharmacies, labs, ICUs, chapels and administrative offices including:

- Flooring
- Finishes
- Ceilings
- Reception areas
- Cabinetry
- Solid surfaces

Replacement of medical equipment including infrastructure upgrades when required:

- Operating Room video and lighting booms
- Nuclear medicine cameras
- Patient lifts
- Linear accelerators

Upgrades to:

- HVAC
- Elevators
- Refrigerator storage
- Heat pumps

All work includes phasing to keep facility or area operational, Infection Control Risk Assessments, Interim Life Safety Measures, and clean & quiet construction techniques.

CITY OF GOODYEAR



Contact: Regis Reed (now with the City of Eloy)
Address: 628 N. Main Street, Eloy, AZ 85131
Telephone: 520.464.3082
Email: rreed@eloyaz.gov
Dates: 2014 to 2015

Jobs: 2 | Value: \$277,808

Cooperative Agreement Based on ADOA JOC

ERP Team Collaboration Space: Furnished design-build services to remodel an existing 3,500sf space for use by a consulting firm performing work for the City and thereafter, to act as a City Conference Center. This was an aggressive, fast-track project due to tight timelines for occupancy which necessitated expedited materials delivery and scheduled off-hours work to achieve the desired completion date. Preconstruction design services included: millwork, flooring, drywall, painting, acoustical ceiling, HVAC and electrical.

Building D Remodel: Addition of three new administration offices, a conference room and reconfiguration of system furniture. Included metal stud walls, sheet rock, electrical & data drops.



CITY OF MESA

Contact: Barry Lougheed, Facilities Maintenance Foreman
Address: 340 E. Sixth Street, Mesa, AZ 85211
Telephone: 480.644.3732 (office) 480.582.8347 (cell)
Email: barry.lougheed@mesaaz.gov
Dates: 2009 to 2012 | 2014 to 2017 | 2017 to 2020

Jobs: 108 | Value: \$2,108,633

Building Maintenance Services Master Agreement

Services at the following City of Mesa facilities: police stations, fire stations, airport, East Mesa Service Center, Communications Building, libraries, cemetery, Plaza Building, Utilities Building, IT Center and Fitch Training facility including:

- Interior remodels / finishes
- HVAC upgrades
- Lighting retrofits
- Laundry room renovations
- IT remodel and relocation
- Overhead door operator replacements
- Restroom remodels
- Fence repairs and upgrades
- Shade canopies
- Drain line replacement
- Cabinetry & solid surface fabrications
- Ceiling repairs
- Storefront entrance installation

CITY OF PHOENIX

Contact: James Marshall, Environmental Quality Specialist
Address: 200 W. Washington Street., Phoenix, AZ 85003
Telephone: 602.534.3747 (office) 602.725.0361 (cell)
Email: james.marshall@phoenix.gov
Dates: 2012 to 2015



Jobs: 7 | Value: \$780,964

Aviation Demolition Services (Federally Funded) JOC

Complete demolition of 53 properties / structures and subsequent removal including:

- Walls, footings and foundations
- Floors
- Basement features
- Asphalt and concrete parking lots, pads, etc.
- Septic tanks
- Storm drains
- Pipes
- Conduits, etc.

After removal of all sub-level improvements in their entirety, excavation sites were backfilled and compacted to existing grade for final stabilization and dust control.

CITY OF SCOTTSDALE

Contact: Dave Lipinski, P.E.
Address: 7447 E. Indian School Rd., Suite 205, Scottsdale, AZ 85251
Telephone: 480.312.2641 (office) 480.258.2275 (cell)
Email: dlipinski@scottsdaleaz.gov
Dates: 2018 to 2019



Newly Awarded

Citywide Vertical Construction JOC

No services rendered at this time.

CITY OF TEMPE

Contact: Chris Kabala, Project Manager - Public Works Department
Address: 31 E. Fifth Street, Tempe, AZ 85280
Telephone: 480.350.8585 (office) 480.204.5278 (cell)
Email: chris_kabala@tempe.gov
Dates: 2011 to 2015 | 2015 to 2020



Jobs: 30 | Value: \$4,192,287
Public Works JOC

Preconstruction services including design assist when required, and construction services for the remodel, refurbishment, upgrade and/or repair of various City facilities including City Hall, administration buildings, water treatment plants, data center, parking garage, transportation facility, police and fire stations, and parks including:

- Interior remodels / finishes
- HVAC upgrades
- Chiller replacement
- Restroom remodels
- Electrical distribution improvements
- Public swimming pool resurfacing/repairs
- Exhaust system upgrades
- Roof removal & replacement
- Security upgrades
- Cabinetry & solid surface fabrications and installations
- Irrigation additions & repairs
- Stable repairs
- Structural repairs
- Fall protection

CITY OF TOLLESON

Contact: Paul Gilmore, P.E., City Engineer
Address: 9555 W. Van Buren Street, Tolleson, AZ 85353
Telephone: 623.474.4998
Email: pgilmore@tollesonaz.org
Dates: 2016 to Present



Jobs: 1 | Value: \$169,626

Qualified Vendor for Small Projects Design & Construction Services

93rd Avenue & Taylor Water Line Realignment: Removal of 130lf of existing 8" ACP Waterline and installation of 416lf of 8" DIP and 20lf of 6" DIP . Installation of one (1) new 5-1/4" Fire Hydrant, five (5) new water service connections and one (1) backflow prevention assembly.

DAICEL SAFETY SYSTEMS AMERICA AZ SPECIAL DEVICES, INC.

Contact: Bob Daigneault, Facilities Manager
Address: 3431 N. Reseda Circle, Mesa, AZ 85215-9101
Telephone: 480.222.8643 (office) 480.220.2615 (cell)
Email: bob.daigneault@sdi.daicel.com
Dates: 2002 to Present



Jobs: 196 | Value: \$29,441,902
Preferred On-Call Contactor

Remodel, repair and refurbishment of existing administrative and production facilities, new construction of an inflator manufacturing building and administrative warehouse building. Jobs have ranged from \$1,378 to \$11,730,792 in value.

Services have included:

- Site work
- Interior remodels / finishes
- Concrete block walls (magazines)
- Doors & frames
- Upgrade & modernize existing building
- Renovate double wide trailer
- Irrigation
- Elevators
- Construction of tilt-up warehouse structures
- Construction of pre-engineered buildings
- Exterior landscaping
- Parking lots
- Solid surface and/or cabinetry fabrication & installation
- Lunchroom expansion
- Miscellaneous repair work
- Secure entrances
- Loading docks
- Storm drains
- Demolition
- Lockers
- Shower expansion & upgrades
- Restroom remodels



HONORHEALTH (Formerly John C. Lincoln Health Network)

Contact: Mike Lenz, Senior Project Manager, CBRE
Address: 2500 W. Utopia Road, Phoenix, AZ 85027
Telephone: 623.879.6100 (office) 602.882.5492 (cell)
Email: Michael.lenz@honorhealth.com
Dates: 2002 to Present

Jobs: 316 | Value: \$26,118,625
Master Contract for Construction Services

Remodel / renovation / refurbishment / expansion of entire hospital floors / pods / towers / units, nurses' stations, waiting rooms, pharmacies, labs, ICUs, chapels and administrative offices including:

- Flooring
- Reception areas
- Solid surfaces
- Finishes
- Cabinetry
- Ceilings

All work includes phasing to keep facility or area operational, Infection Control Risk Assessments, Interim Life Safety Measures, and clean & quiet construction techniques.

NXP SEMICONDUCTORS (Formerly Freescale Semiconductor)

Contact: Dan Peloso, Arizona Regional Construction / Tempe Site Operations Manager
Address: 1300 N. Alma School Rd., MD CH335, Chandler, AZ 85224
Telephone: 480.814.4162 (office) 480.225.0058 (cell)
Email: dan.peloso@nxp.com
Dates: 2006 to Present



Jobs: 7 | Value: \$2,542,288
Site Services Agreement

Various services at operational 100mm wafer manufacturing facility including:

- Class 1000 Clean Room addition (3,800sf new construction)
- Masonry
- Clean Room wall system
- Demolition (openings into adjacent building)
- New roof system
- Dissipative raised access flooring system
- Structural steel
- Siding
- Site work
- HVAC
- Concrete
- Electrical

SALT RIVER PROJECT

Contact: Curtlin Johnson, SRP Senior Facilities Project Manager
Address: Now Project Manager at ASU Capital Programs Management Group
 1551 S. Rural Road, Tempe, AZ 85281
Telephone: 480.965.8678 (office) 602.741.9554 (cell)
Email: curtlin.johnson.asu.edu
Dates: 1985 to Present



Jobs: 50 | Value: \$9,124,703
Master Agreement

Services have included:

- Buildings & Improvements
- Fences / Gates
- Painting
- Canopies / Shades
- Walls, Flooring, Roofing
- Plumbing
- Site Work
- Fixtures
- Demolition
- Fire Sprinklers
- Restroom Remodels
- Masonry Walls
- Doors & Windows
- Lighting
- Security Upgrades

- 2) Vendor should demonstrate successful completion of at least three (3) similar projects within the past five (5) years. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this project in size, nature and scope

a.	Company / Org: Project Name:	Daicel Safety Systems America AZ Special Devices, Inc. Inflator Manufacturing Facility, Phases I & II
b.	Contact Name	Bob Daigneault, Facilities Manager
c.	Contact Address: Contact Phone: Contact Email:	3431 N. Reseda Circle, Mesa, AZ 85215-9101 480.222.8643 (office) 480.220.2615 (cell) Bob.daigneault@sdi.daicel.com
d.	Services Provided:	Phase I: Site and infrastructure upgrades including a storm drain system consisting of five retention areas, a fire loop, and MEP and fire suppression systems. Subsequently, a 63,804sf tilt-up concrete building comprised of 30,073sf allocated for production and 33,731sf designed for the spine, warehouse and administrative functions was erected in four parts, together with three outlying 2,400sf pre-engineered magazine buildings to house materials for the manufacture of airbag inflator components. Phase II: Additional site and infrastructure upgrades. Subsequently, a 32,861sf tilt-up concrete building designed for the manufacture of airbag inflator and ignitor components was erected. The building features a secure entrance, spine, elevator, loading docks, storm drains, with exterior landscaping and an additional parking lot included in the scope of work. Preferred On-Call Contractor
e.	Contract Dates:	04/002/2015-02/10/2017 (preconstruction and construction for both phases)



Tilt-Up Construction In Progress

Completed Tilt-Up New Construction

BUILDING & IMPROVEMENTS

a.	Company / Org: Project Name:	Daicel Safety Systems America AZ Special Devices, Inc. Inflator Manufacturing Facility, Phases I & II
b.	Contact Name	Bob Daigneault, Facilities Manager
c.	Contact Address: Contact Phone: Contact Email:	3431 N. Reseda Circle, Mesa, AZ 85215-9101 480.222.8643 (office) 480.220.2615 (cell) Bob.daigneault@sdi.daicel.com
d.	Services Provided:	Foundation slabs for tilt-up buildings described in Phases I & II above.
e.	Contract Dates:	04/002/2015-02/10/2017 (preconstruction and construction for both phases)



Night Pour of Tilt-Up Building Slab / Foundation Concrete



Tilt-Up Building Slab / Foundation Concrete

SLABS / FOUNDATIONS

a. Company / Org:	City of Tempe
Project Name:	Parking Garage Tenant Improvements
b. Contact Name	Chris Kabala, PE, Project Manager / Public Works Department
c. Contact Address:	31 East Fifth Street, Tempe, AZ 85280
Contact Phone:	480.350.8585 (office) 480.204.5278 (cell)
Contact Email:	Chris_kabala@tempe.gov
d. Services Provided:	Improvements for restrooms and janitor closet in an unoccupied tenant space on Levels 1 and 2 within a five-story parking structure. Project included the installation of new floor finishes, ceiling materials, electrical and mechanical equipment for the restroom facilities. Also included was the relocation of and new addition of mechanical units to the roof top with screen panels at Level 3, modifications to the mechanical space and replacement of roofing materials.
e. Contract Dates:	04/10/2014-7/25/2014 (preconstruction & construction)



Installation of Rooftop Mechanical Units

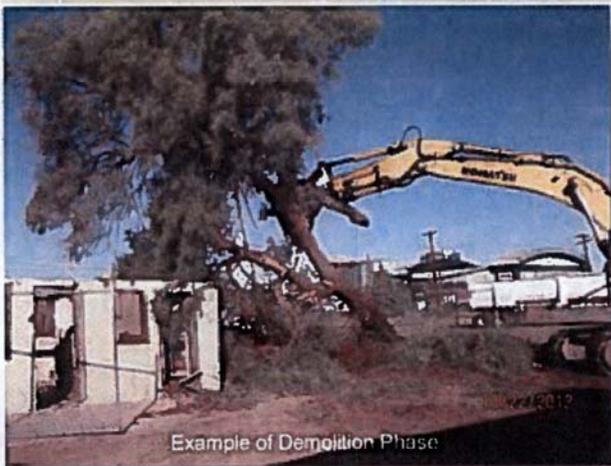


Rooftop Mechanical Units on New Roof

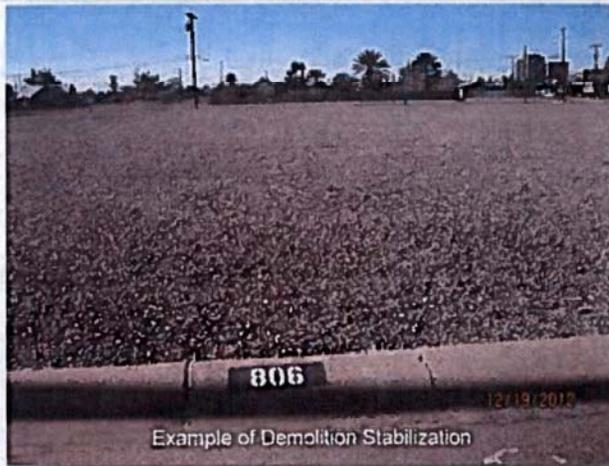


New Built-Out Restrooms Including Tiled Walls & Floors

a. Company / Org:	City of Phoenix
Project Name:	Aviation Demolition Services VARS Groups 18, 23, 24, & 26
b. Contact Name	James Marshall, Environmental Quality Specialist
c. Contact Address:	200 W. Washington Street, Phoenix, AZ 853003
Contact Phone:	602.534.3747 (office) 602.725.0361 (cell)
Contact Email:	James.marshall@phoenix.gov
d. Services Provided:	Job Order Contracting involving demolition and haul-off of existing house structures, foundations, concrete slabs, fencing and vegetation on 28 properties averaging 1,500 sf per property within the Sky Harbor flight paths (VARS boundary). Project included Ground Penetrating Radar (GPR) of each site prior to any underground excavation. All properties were graded and capped with washed river rock for soil stabilization and dust control.
e. Contract Dates:	#18: 04/07/2014-05/23/2014; #23: 01/12/2015-03/02/2015; #24: 03/16/2015-04/30/2015; #26: 07/27/2015-09/11/2015;

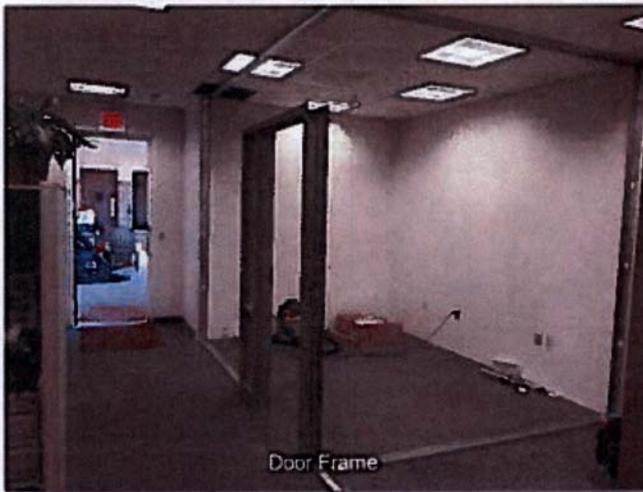


Example of Demolition Phase

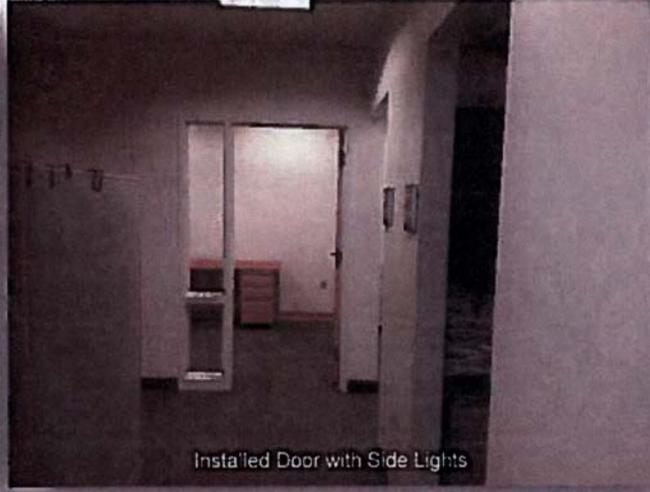


Example of Demolition Stabilization

a.	Company / Org: Project Name:	City of Tempe ESB Minor Remodel
b.	Contact Name	Chris Kabala, Project Manager-Public Works Department
c.	Contact Address: Contact Phone: Contact Email:	31 East Fifth Street, Tempe, AZ 85281 480.350-8585 (office) 480.204.5278 (cell) Chris_kabala@tempe.gov
d.	Services Provided:	Interior remodel (543sf) which included furnishing and installation of four new doors with side lights and all applicable finish hardware.
e.	Contract Dates:	08/25/2014-09/15/2014



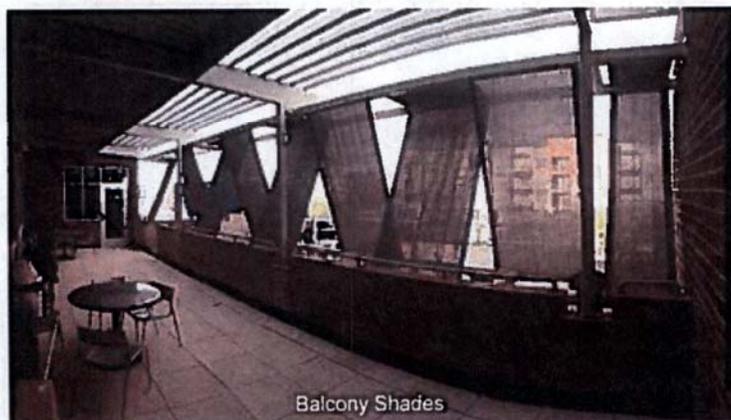
Door Frame



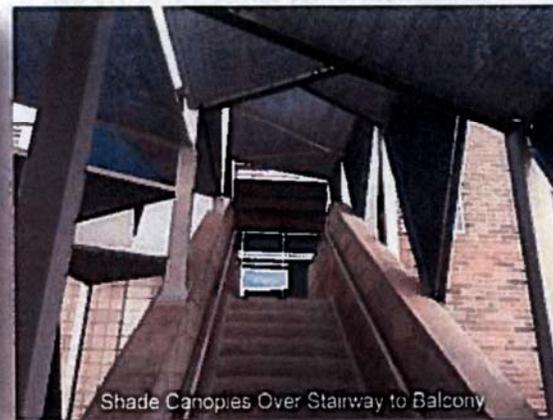
Installed Door with Side Lights

DOORS / WINDOWS

a.	Company / Org: Project Name:	City of Tempe Apache Police Station Security Improvements
b.	Contact Name	Ernie Frasquillo, Senior Engineering Associate
c.	Contact Address: Contact Phone: Contact Email:	31 East Fifth Street, Tempe, AZ 85281-3601 480.350.2645 (office) 480.270.2044 (cell) Ernest_frasquillo@tempe.gov
d.	Services Provided:	Job Order Contracting including fabrication and installation of new open air structural steel and fabric shade canopies over an existing stairway and balcony in order to conceal working police officers from view of residents and guests of a new multi-story apartment complex in close proximity to the police station.
e.	Contract Dates:	05/07/2018-10/30/2018



Balcony Shades

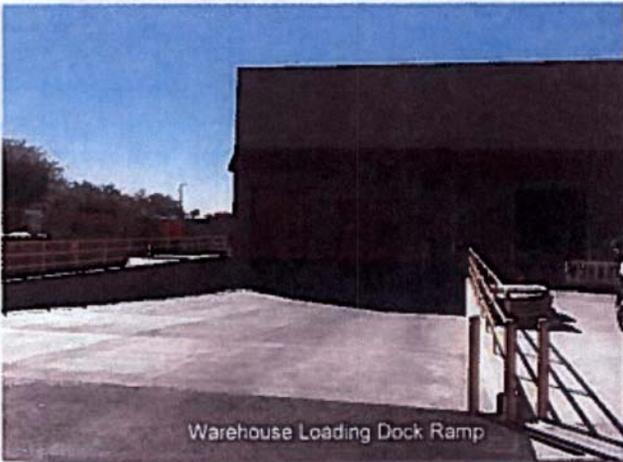


Shade Canopies Over Stairway to Balcony

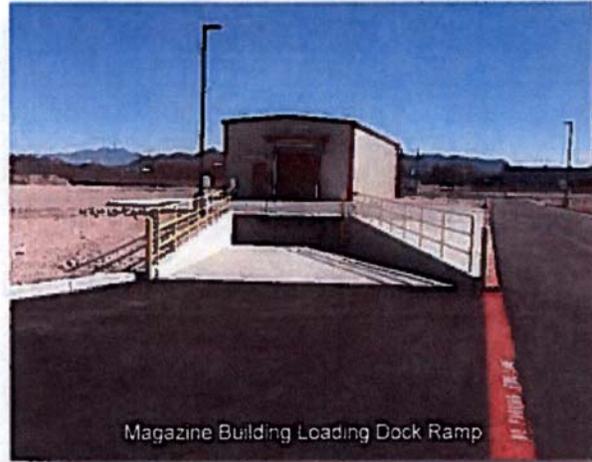
CANOPIES / SHADES

a.	Company / Org: Project Name:	Daicel Safety Systems America AZ (DSSA AZ) / Special Devices, Inc. (SDI) Inflator Manufacturing Facility Expansion, Phases I & II
b.	Contact Name	Bob Daigneault, Facilities Manager
c.	Contact Address: Contact Phone: Contact Email:	3431 N. Reseda Circle, Mesa, AZ 85215-9101 480.222.8643 (office) 480.220.2615 (cell) Bob.daigneault@sdi.daicel.com
d.	Services Provided:	Excavation, grading, concrete and railings for loading dock ramps at two tilt-up warehouses and three pre-engineered buildings as part of a two phase, \$17,000,000+ expansion. Work performed as On-Call Preferred Contractor.
e.	Contract Dates:	Various dates between 04/02/2015 and 02/10/2017

RAMPS



Warehouse Loading Dock Ramp



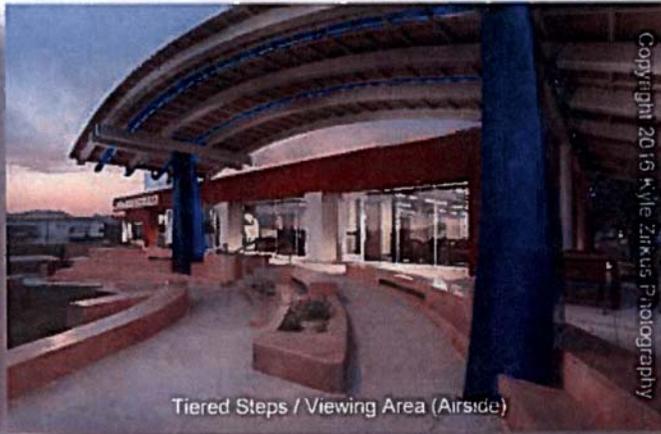
Magazine Building Loading Dock Ramp

a.	Company / Org: Project Name:	City of Mesa Falcon Field Airport Terminal Reconfiguration, Upgrades and Expansion
b.	Contact Name	Steve Ketchum, Senior Civil Engineer
c.	Contact Address: Contact Phone: Contact Email:	20 East Main Street, Mesa, AZ 480.644.2513 Steve.ketchum@mesaaz.gov
d.	Services Provided:	Creation of tiered step viewing area, complimented with desert landscaping, as part of CMAR contract for complete interior & exterior face lift.
e.	Contract Dates:	03/26/2015-12/11/2015

STEPS



Tiered Steps / Viewing Area (Airside)

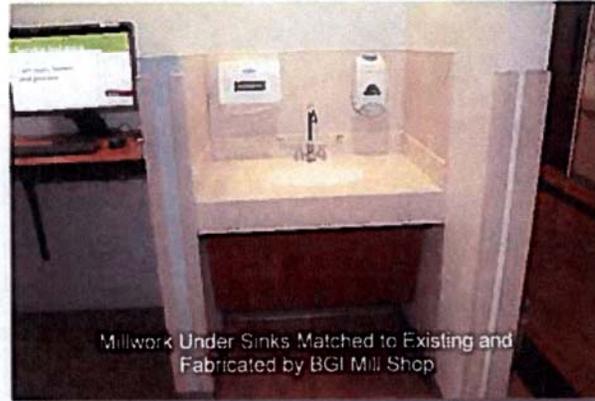


Tiered Steps / Viewing Area (Airside)

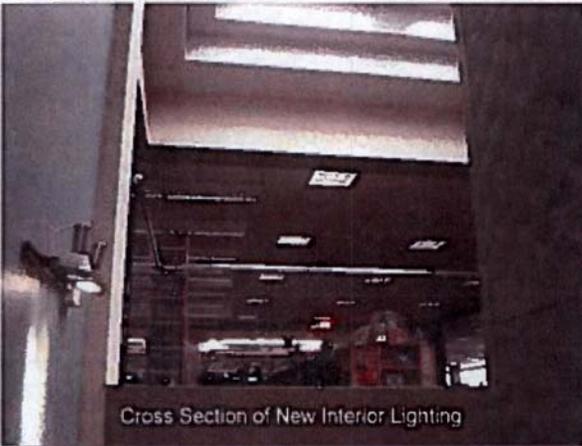
a. Company / Org:	City of Mesa
Project Name:	Cemetery Fence Repair
b. Contact Name	Barry Lougheed, Facilities Maintenance Foreman
c. Contact Address:	340 East Sixth Street, Mesa, AZ 85211
Contact Phone:	480.644.3732 (office) 480.582.8347 (cell)
Contact Email:	Barry.lougheed@mesaaz.gov
d. Services Provided:	Patching, welding, repairing and repainting the boundary fence at the City of Mesa Cemetery. Work included grinding away all rusted areas, cutting and welding pieces to make the fence stable and paintable, re-anchoring portions as needed, priming and painting the fence and, on the west side, repairing and painting concrete. Work performed under Building Maintenance Services Contract
e. Contract Dates:	05/28/2018-06/29/2018



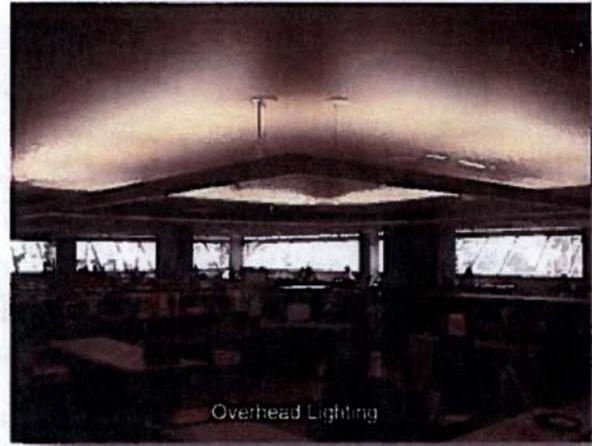
a. Company / Org:	HonorHealth Scottsdale Osborn Medical Center
Project Name:	12 Handwashing Sinks
b. Contact Name	Ron Hardy, Senior Project Manager
c. Contact Address:	7400 E. Osborn Road, Scottsdale, AZ 85251
Contact Phone:	480.882.5704 (office) 480.882.5704 (cell)
Contact Email:	Ron.hardy@honorhealth.com
d. Services Provided:	Installation of new hand washing sinks in 12 patient care areas throughout the Osborn Hospital required some wall demo and creating new sink alcoves, wall board, electrical, fire sprinklers, plumbing, millwork changes, wall patch and paint and wall protection. ICRA containment was required in accordance with Infection Prevention guidelines as well as coordination for utility shut downs.
e. Contract Dates:	07/16/2018-10/12/2018



a.	Company / Org: Project Name:	City of Mesa Main Library Retrofit Lighting Project
b.	Contact Name	Newell Slade, Facilities Maintenance Supervisor
c.	Contact Address: Contact Phone: Contact Email:	340 East Sixth Street, Mesa, AZ 85211-1466 480.644.2138 (office) 602.361.1790 (cell) Newell.slade@mesaaz.gov
d.	Services Provided:	A comprehensive lighting retrofit of the entire Main Library, including the first floor, second floor, basement and site lighting under Building Maintenance Services Contract.
e.	Contract Dates:	08/17/2015-10/30/2015



Cross Section of New Interior Lighting



Overhead Lighting

Lighting

a.	Company / Org: Project Name:	City of Tempe Electrical Service Entrance Section Replacement at City Hall
b.	Contact Name	Jerome Guzman, Senior Engineering Associate
c.	Contact Address: Contact Phone: Contact Email:	31 East Fifth Street, Tempe, AZ 85281-3601 480.350.8524 jerome_guzman@tempe.gov
d.	Services Provided:	A portion of this project required installation of six 4-inch conduits encased in concrete for the service feeders.
e.	Contract Dates:	03/14/2016-07/01/2016



Wiring / Conduit



Wiring / Conduit

WIRING / CONDUIT

a. Company / Org: Project Name:	City of Mesa East Mesa Service Center HVAC and Energy Management System Upgrades
b. Contact Name	Barry Lougheed, Facilities Maintenance Foreman
c. Contact Address: Contact Phone: Contact Email:	340 East Sixth Street, Mesa, AZ 85211 480.644.3732 (office) 480.582.8347 (cell) Barry.lougheed@mesaaz.gov
d. Services Provided:	Replacement of 25 old and problematic water source heat pumps and associated HVAC system equipment, controls, piping, cooling tower and boiler. Installation of a new Energy Management System for building spaces under Building Maintenance Agreement.
e. Contract Dates:	08/21/2017-11/22/2017 (preconstruction & construction)



New Centrifugal Pumps

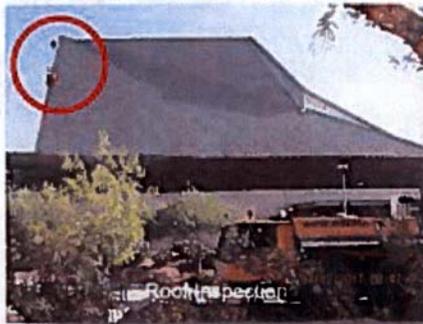


Hoisting Pre-Assembled New Units to the Roof

a. Company / Org: Project Name:	City of Tempe Center for the Arts Roof Rehabilitation
b. Contact Name	Erich Bonz, Project Manager / Senior Civil Engineer
c. Contact Address: Contact Phone: Contact Email:	31 East Fifth Street, Tempe, AZ 85281 480.350.5827 (office) Erich_bonz@tempe.gov
d. Services Provided:	Builders Guild Inc., in conjunction with the services of a qualified consulting engineer contracted by BGI, completed an assessment of the existing roof system (48,000sf) on Tempe Center for the Arts to determine reasons for leaks in various areas. Along with review of the pertinent original and as-built construction documents, we completed direct observation and documentation of the existing condition of the roof system. Telephone and/or direct interviews were held with relevant individuals from the original contractor, roofing subcontractor, roofing materials supplier and the City of Tempe. A detailed report was produced and submitted to the City which verified our findings and which included narrative and photographic confirmation. Our report also included a list of recommended repairs needed to return the roof to acceptable condition.
e. Contract Dates:	08/15/2017-11/20/2017



Roof Inspection



Roof Inspection



Roof Inspection

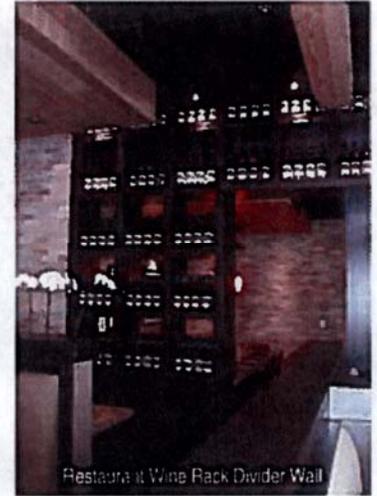
ADDED VALUE
Examples of Custom Millwork Fabricated and Installed
By the BGI Mill Shop



Office Lobby



Breakroom Kitchen



Restaurant Wine Rack Divider Wall



Custom Conference Table



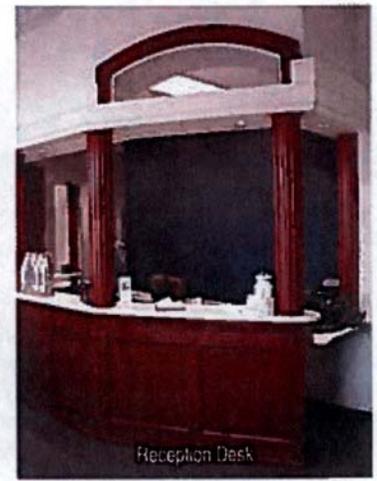
Salon Bar for Employee Cafe



Medical Office Reception Desk



Semi-Private Office Dividers



Reception Desk

Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

- 1(a) Name of company or organization: City of Tempe
- (b) Contact name: Chris Kabala, Project Manager-Public Works Department
- (c) Contact address: 31 East Fifth Street, Tempe, AZ 85280
Telephone number | e-mail address: 480.350.8585 (office) 480.204.5278 (cell)
Chris_kabala@tempe.gov
- (d) Type of services provided: Job Order Contracting
- (e) Dates of contract initiation & expiration: 2011-2015 | 2015-2020

- 2(a) Name of company or organization: City of Mesa
- (b) Contact name: Newell Slade, Facilities Maintenance Supervisor
- (c) Contact address: 340 East Sixth Street, Mesa, AZ 85211-1466
Telephone number | e-mail address: 480.644.2138 (office) 602.361.1790 (cell)
jnewell.slade@mesaaz.gov
- (d) Type of services provided: Building Maintenance Agreement
- (e) Dates of contract initiation & expiration: 2009-2012 | 2014-2017 | 2017-2020

- 3(a) Name of company or organization: Salt River Project
- (b) Contact name: Curtlin Johnson, Senior Facilities Project Manager
Now with ASU Capital Programs Mgmt. Group
- (c) Contact address: 1551 S. Rural Road, Tempe, AZ 85281
Telephone number and e-mail address: 480.965.8678 | curtlin.johnson.asu.edu
- (d) Type of services provided: Master Agreement
- (e) Dates of contract initiation & expiration: 1985 to Present

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

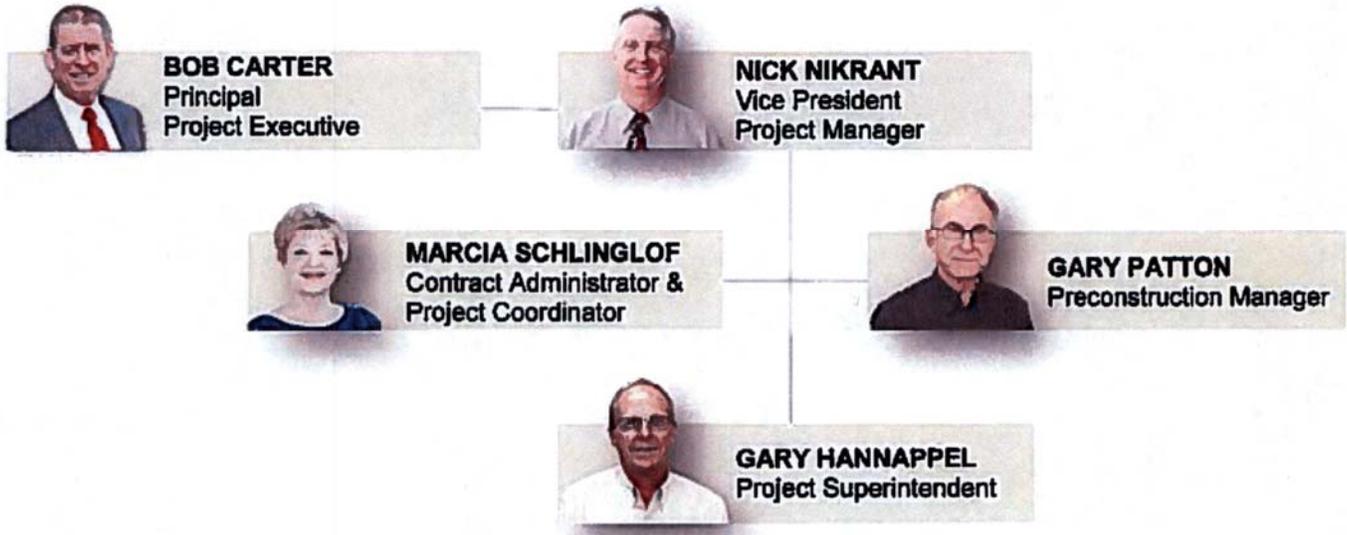
- (3) Provide license number, classification, and issuance date all licenses issued by the Arizona Registrar of Contractors applicable to any of the Services for which the Vendor is submitting an SOQ. Inability of the Town to verify proper licensing may result in the SOQ being considered non-responsive.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

License Number	Classification	Issuance Date
ROC072528	B-01	12/17/1987
ROC090845	A	08/27/1991
ROC053636	B	01/15/1981
ROC106450	CR34	03/14/1995

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

C. KEY POSITIONS - 10 PTS.

(1) Identify each key personnel member that will render services to the Town including title and relevant experience required, including the proposed Project Manager and Project Engineer. Please see organizational chart below and individual Resumes in the Appendix.



(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the Town.



Nick Nikrant, Project Manager:

Relevant Experience: Nick's strengths include 34 years of Construction Project Management experience for many large private corporations and government agencies. The range of his experience on private campuses and facilities includes power plants, semiconductor, communications, aerospace, medical, commercial, automotive and industrial projects varying from simple office remodels to complex multi-phase renovations, remodels and upgrades in active environments where business operations cannot be impacted by construction.

In the public sector, Nick's experience includes jails, courts, police and fire departments, 911 call centers, airports and water treatment facilities where public safety, security and uninterrupted operations are crucial.

Nick has earned the respect of the construction industry in Arizona, and the depth of his knowledge and experience benefits his team and his customers. Nick has managed the following Job Order Contracts during his tenure at BGI:

- ADOA (State of Arizona)
- City of Mesa
- City of Phoenix
- City of Scottsdale
- City of Tempe
- City of Tolleson
- Maricopa County
- Daicel Safety Systems America AZ (DSSA AZ) / Special Devices, Inc. (SDI)
- Freescale Semiconductor (Now NXP)
- Salt River Project (SRP)
- TRW Automotive

See pages 2-5 for detailed JOC descriptions

Roles & Responsibilities: Nick provides the leadership for successful project delivery through a comprehensive team-building strategy that is focused on the project goals with emphasis on collaboration, accountability, and total team involvement. Nick's responsibilities include estimating, budgets, tracking project costs, forecasting, conducting progress meetings, schedule adherence, subcontractor management and overall project administration and oversight.

Project Engineer: BGI utilizes our project managers and Project Coordinators, working in unison, to fulfill the role of Project Engineer.

Gary Patton, Preconstruction Manager:



Relevant Experience: Gary is a 45-year veteran of the construction industry. During his career, he has owned and managed his own construction firm and has been employed as a senior manager for other construction firms as well. Prior to becoming an employee, Gary had a longstanding professional relationship with BGI, acting occasionally in an advisory capacity on various projects and issues through the years.

Roles & Responsibilities: Gary provides the management and coordination of Builders Guild, Inc.'s early planning of contracts or projects. These efforts include the responsibility to work in conjunction with a project management team in the areas of program verification, site investigation, project planning, scheduling and phasing, budget verification, procurement, subcontractor pre-qualification and subcontract administration. Gary also works closely with members of our estimating team in the areas of conceptual cost estimating, best-value analysis, constructability, plan coordination review, options analysis and project buy-out. In addition, Gary ensures that the legal instruments, including insurances, bonds, contracts and subcontracts, are properly suited to the project delivery method.

Gary Hannappel, Project Superintendent:



Relevant Experience: With 36 years of experience, Gary is an excellent resource for innovative solutions to project challenges. He and Nick have been a construction team for the past 18 years, and Gary's resume includes the following JOC customers:

- ADOA (State of Arizona)
- City of Tolleson
- City of Mesa
- Maricopa County
- City of Phoenix
- Daicel Safety Systems America AZ (DSSA AZ)
- City of Scottsdale
- Special Devices, Inc. (SDI)
- City of Tempe
- Freescale Semiconductor (Now NXP)

See pages 2-5 for detailed JOC descriptions

Roles & Responsibilities: Gary's responsibilities include coordination of all trades, monitoring and enforcement of project quality benchmarks utilizing daily inspections as well as pre-installation and post-installation meetings for critical operations, and enforcement of safety policies. He collaborates with the project team to complete weekly updates of the project schedule and verifies achievement of critical milestones. Gary's role includes on-site interface with customers, architects and inspectors. He promotes a productive team environment, and he is responsible for maintaining the high standards of quality and professionalism that our customers can expect on every BGI project.

Marcia Schlinglof, Contracts Administrator & Project Coordinator:



Relevant Experience: As Builders Guild's Senior Project Coordinator, Marcia possesses a wealth of knowledge attained over her 33 years in the construction industry. She has been involved in coordinating literally hundreds of projects during her career, and she exemplifies Builders Guild's commitment to quality service and relationship building with our valued customers during all phases of the construction process.

Roles & Responsibilities: Marcia provides administrative support for BGI Project Managers in the areas of project scheduling, submittals, requests for information, contract administration, cost accounting, professional presentation, reporting and warranty management. Marcia effectively communicates with customers, architects and subcontractors, and manages all aspects of project documentation from project inception through the archiving process. Her organizational skills and attention to detail make her an invaluable part of the project team.

Bob Carter, Principal & Project Executive:



Relevant Experience: Bob has successfully managed construction projects using a multitude of delivery methods including Job Order Contracting, CMAR, CM/GC, Design-Bid-Build, Integrated Project Delivery, GMP, and T&M. During BGI's 38 years in business, we have been awarded 21 Job Order Contracts by municipalities, healthcare providers, and private entities under Bob's capable leadership.

Roles & Responsibilities: As Project Executive, Bob has overall responsibility and oversight for all projects undertaken by BGI and manages the resources and staffing for these projects.

- (3) If a subcontractor will be used for all work of a certain type, include information on this subcontractor. BGI has not selected and does not expect to utilize any sole source subcontractors at this time. Our subcontractor selection plan follows.



A detailed plan for selecting subcontractors and providing supervision must be included. Our subcontractor and supplier selection process is in compliance with A.R.S. Title 41. We perform rigorous due diligence when evaluating subcontractor candidates to join our construction teams. We are always willing to add new subcontractors to our bid list after they have been fully vetted through our pre-qualification process. In addition, we will give consideration to your preferred subcontractors and suppliers and qualified DBE/SBE entities.

We have developed relationships with highly qualified subcontractors whose goals are aligned with us and our customers. The commitment to work for the good of the project in lieu of any one team member's sole benefit produces a win-win-win result for all stakeholders.

Three steps in our evaluation include:

1. Pre-qualification Evaluation Criteria:

- Safety Program
- Longevity & Licensing
- Management Experience
- Tradesmen Training
- Technological Capabilities
- JOC Experience & References
- Material Inventory Strategies
- ROC History
- Manpower Sources
- Insurance
- Industry Leadership/Awards
- Insurance & E-Mod History
- Claims/Litigation History
- Certifications
- Finances/Bonding

2. Interview: After evaluation of the pre-qualification criteria above and review of the most advantageous and responsible bid, we interview subcontractors and suppliers to verify their understanding of the project and ensure that all areas of their responsibility have been covered in their bid proposals. Performance expectations, current availability and resources, and team fit are also discussed at that time.

3. Quality Assurance: Over our 38 year history, we have developed a list of preferred subcontractors and suppliers whose performance and materials consistently meet or exceed expectations. Each partner on our team must be able to perform according to your expectations to ensure the desired results. BGI's team will include strategic subcontractor partners who specialize in block wall construction and repair and possess the expert skills to properly service any specialty requirements.

BGI's Subcontractor Pre-Qualification Form follows ►

SUBCONTRACTOR PRE-QUALIFICATION FORM

All subcontractors are required to complete this questionnaire. The contents of this questionnaire will be considered and used solely to determine your firm's qualification to perform work for BUILDERS GUILD, INC. Email completed form to Rhonda Stephens at rhonda@buildersguild.com

PLEASE NOTE: This form must be filled out completely.
 Missing information may result in disqualification of consideration.

Application Date: _____

BACKGROUND

Company Name	Type of Work Performed	
Street Address	Phone Number	Fax Number
City/State/Zip	Project Contact	Clear Address
Do you currently employ?	<input type="checkbox"/> Union <input type="checkbox"/> Non-Union	Previous Company Name (if applicable)
Company License #	Qualified Safety Specialist? <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

SAFETY

List your Company's # of Injuries/Illnesses from your OSHA 300 Logs as follows:

Last Year	1st Prior Year	2nd Prior Year

Experience Modification Rate (EMR) _____

Please check if your Company implements the following safety controls:

Has a Written Safety Program	Yes	No
Has an Implemented Drug Screening Policy for all Employees	<input type="checkbox"/>	<input type="checkbox"/>
Performs Safety Orientation & Training for all Employees	<input type="checkbox"/>	<input type="checkbox"/>
Performs Continuing Safety Education for all Employees	<input type="checkbox"/>	<input type="checkbox"/>

SCHEDULE

Provide summary of 3 largest projects presently under construction	Location	Start/Completion	Contract Amount

FINANCIAL HISTORY

Please provide the following information for the past 3 years.

Gross Revenue (\$)	# of Projects Completed	Largest Single Project (\$)
Last Year		
1st Prior Year		
2nd Prior Year		

Please provide answers to the following questions and attach explanations where necessary

Are there any judgments, claims, arbitrations, proceedings or suits pending/standing against your Company or its officers or principals?	Yes	No
Has your firm ever filed bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>
Has your Company, or any other organization with which the officers or partners were involved during the past 3 years, ever failed to complete any awarded work? If yes, please provide further details.	<input type="checkbox"/>	<input type="checkbox"/>
Has your Company filed any lawsuits or requested arbitration or mediation with regard to construction contracts within the last 3 years?	<input type="checkbox"/>	<input type="checkbox"/>

Submit a listing of all litigation or formal arbitration to which your Company has been a party involving amounts in excess of \$10,000 in the past 5 years, including any unsettled litigation or arbitration

INSURANCE & BONDING

Please read **Exhibit A** in its entirety.

Does your Company currently maintain insurance that meets **BUILDERS GUILD, INC.** requirements? Yes No

Please provide the following bonding information

Can you provide a Performance Bond? Yes No

Name of Bonding Company _____ Contact _____ Phone Number _____

EXPERIENCE

Has your Company worked for any of the following entities?

	Yes	No
Banner Health	<input type="checkbox"/>	<input type="checkbox"/>
Berger Bufilets	<input type="checkbox"/>	<input type="checkbox"/>
Capstone Precision Group	<input type="checkbox"/>	<input type="checkbox"/>
Celgene Corporation	<input type="checkbox"/>	<input type="checkbox"/>
City of Chandler	<input type="checkbox"/>	<input type="checkbox"/>
City of Goodyear	<input type="checkbox"/>	<input type="checkbox"/>
City of Mesa	<input type="checkbox"/>	<input type="checkbox"/>
City of Phoenix	<input type="checkbox"/>	<input type="checkbox"/>
City of Scottsdale	<input type="checkbox"/>	<input type="checkbox"/>
City of Tempe	<input type="checkbox"/>	<input type="checkbox"/>
City of Tolleson	<input type="checkbox"/>	<input type="checkbox"/>
Daiwal Safety Systems America AZ (DSSA AZ)	<input type="checkbox"/>	<input type="checkbox"/>
Evenson	<input type="checkbox"/>	<input type="checkbox"/>
Freemdale Semiconductor, Inc.	<input type="checkbox"/>	<input type="checkbox"/>
HonorHealth	<input type="checkbox"/>	<input type="checkbox"/>
Ironwood Cancer Research	<input type="checkbox"/>	<input type="checkbox"/>
Local Agency	<input type="checkbox"/>	<input type="checkbox"/>
Maricopa County	<input type="checkbox"/>	<input type="checkbox"/>
MHS	<input type="checkbox"/>	<input type="checkbox"/>
Nirrimo Talley	<input type="checkbox"/>	<input type="checkbox"/>
NXP Semiconductor	<input type="checkbox"/>	<input type="checkbox"/>
Salt River Project	<input type="checkbox"/>	<input type="checkbox"/>
Special Devices, Inc. (SDI)	<input type="checkbox"/>	<input type="checkbox"/>
State of Arizona	<input type="checkbox"/>	<input type="checkbox"/>
OTHERS: (insert names of other entities you have worked with not listed above)		
ABC Company	<input type="checkbox"/>	<input type="checkbox"/>
DEF Company	<input type="checkbox"/>	<input type="checkbox"/>
GHI Company	<input type="checkbox"/>	<input type="checkbox"/>
JKL Company	<input type="checkbox"/>	<input type="checkbox"/>
MNO Company	<input type="checkbox"/>	<input type="checkbox"/>
PQR Company	<input type="checkbox"/>	<input type="checkbox"/>
STU Company	<input type="checkbox"/>	<input type="checkbox"/>
VWX Company	<input type="checkbox"/>	<input type="checkbox"/>

REFERENCES: Provide references to be contacted by BUILDERS GUILD, INC. for verification purposes.

Provide 3 client references

Company Name	Contact	Phone Number
Company Name	Contact	Phone Number
Company Name	Contact	Phone Number

Provide financial references

Name of Bank	Contact	Phone Number
Name of Bank	Contact	Phone Number

Provide 3 supplier references

Company Name	Contact	Phone Number
Company Name	Contact	Phone Number
Company Name	Contact	Phone Number

I hereby certify that the information submitted herein, including any attachments, is true and sufficiently complete so as not to be misleading.

(Print or Type Name)

(Signature)

Date Completed

Title

BUILDERS GUILD, INC. will use this documentation to pre-qualify contractors. Therefore, if you intend to continue to service our facilities, it is essential that you return the documentation as requested. This document should not be construed to constitute a commitment, or a request to perform any work.

FOR OFFICE USE ONLY

Financial Review

Date

Safety/Insurance Review

Date

SQF Complete? Yes No

**TOWN OF FOUNTAIN HILLS
COMMUNITY SERVICES DEPARTMENT
CS2019-006**

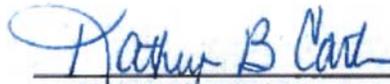
IV. Vendor Information

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

BUILDERS GUILD, INC.
VENDOR SUBMITTING SOQ

86-0409198
FEDERAL TAX ID NUMBER

Kathryn B. Carter, President
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

4950 E. Ingram Street
ADDRESS

602.818.8339 (cell) 480.833.0980
TELEPHONE FAX #

Mesa AZ 85205-3315
CITY STATE ZIP

January 7, 2019
DATE

WEB SITE: www.buildersguild.com

E-MAIL ADDRESS: kathyc@buildersguild.com

ROC License Numbers and Classifications: ROC072528 (B-1), ROC090845 (A), ROC053636 (B), ROC106450 (CR34)

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

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

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

No.



NICK NIKRANT
Vice President | Project Manager

CREDENTIALS

Construction Industry Experience

- 34yrs in Construction
- 21yrs with BGI

Education

Mesa Community College
AA Degree in Arts
Minor in Architectural Drafting

Phoenix Institute of Technology
Degree in Architectural Drafting
Dean's Honor List

Industry-Specific Training

American Society for Healthcare Engineering
Healthcare Construction Certification



Kary Environmental Services
Hazardous Waste/Confined Space Training

TRW Vehicle Safety Systems

- Mesa I & II Safety
- Orientation & HazCom Training

Arizona Contractor Association
Total Quality Management
Classes: Supervisory Units 8, 9 & 10



3M Fire Stopping Certified

Special Devices, Inc.
Process Safety Management Training

Certifications

Occupational Safety and Health Administration
10-Hour Course in Construction Safety and Health



MANAGEMENT ROLE: As the Project Manager, Nick provides the leadership for successful project delivery through a comprehensive team-building strategy that is focused on the project goals with emphasis on collaboration, accountability, and total team involvement. Nick's responsibilities include estimating, budgets, tracking project costs, forecasting, schedule adherence, subcontractor management and overall project administration and oversight.

EXPERIENCE AS A JOC PROJECT MANAGER:

CITY OF MESA, REPAIR & MAINTENANCE CONTRACT

- Term: 2009 - 2012 | 2014 - 2017 | 2017 - 2020 / Value of work to date: \$2,108,633
108 Projects at City Police & Fire Buildings and City Offices

CITY OF PHOENIX AVIATION DEMOLITION SERVICES JOC

- Term: 04/2012 - 04/2015 / Value of work: \$780,964
7 Projects for Demolition and Stabilization of 53 Parcels Under the Community Noise Reduction Program. VARS Groups 10, 15, 17, 18, 23, 24, & 26

CITY OF SCOTTSDALE CITYWIDE VERTICAL CONSTRUCTION JOC

- Term: 2018 - 2019 / Value of work to date: \$0
No services rendered at this time.

CITY OF TEMPE PUBLIC WORKS JOC

- Term: 2011 - 2015 | 2015 - 2020 / Value of work to date: \$4,192,287
30 Projects at City Police/Courts, Engineering Office, General Office

MARICOPA COUNTY FACILITY MAINTENANCE DEPARTMENT JOC

- Term: 07/2005 - 07/2010 / Value of work completed: \$8,299,015
40 Projects at County Courts, Jails, IT Centers and Offices

SPECIAL DEVICES INCORPORATED PREFERRED ON-CALL CONTRACTOR

- Term: 2002 to present / Value of work to date: \$29,441,902
196 Projects at the Mesa PSM Production Facility

STATE OF ARIZONA (ADOA) JOC

- Term: 10/2011-12/14 / Value of work completed: \$92,355
1 City Data Center project to date



GARY PATTON
Pre-Construction Manager

CREDENTIALS

Construction Industry Experience

- 45yrs in Construction
- 1yr with BGI

Education

- Arizona State University
BS in Economics,
Emphasis: Business
(Tempe, AZ)

Certifications

- Arizona General
Contractor's License
KB-1

Industry Specific Training

- 16 Hr OSHA 1926 Core
Certification



- 10 Hr OSHA Construction
Safety & Health
Certification

Other

- Arizona Contractors
Association (ACA)
- Past State Chairman
- Past Vice Chairman
- Past Treasurer
- Past Chapter President
- Past Chapter V.P.



- Arizona Bid Depository
- Former Board Member
- Boy Scouts of America
Troop 5 & 124 Former
Assistant Scoutmaster

MANAGEMENT ROLE: As Pre-Construction Manager, Gary provides the management and coordination of Builders Guild, Inc.'s early planning of contracts or projects. These efforts include the responsibility to work in conjunction with a project management team in the areas of program verification, site investigation, project planning, scheduling and phasing, budget verification, procurement, subcontractor pre-qualification and subcontract administration. Gary also works closely with members of our estimating team in the areas of conceptual cost estimating, best-value analysis, constructability, plan coordination review, options analysis and project buy-out. In addition, Gary ensures that the legal instruments, including insurances, bonds, contracts and subcontracts, are properly suited to the project delivery method. Gary is a 45-year veteran of the construction industry. During his career, he has owned and managed his own construction firm and has been employed as a senior manager for other construction firms as well. Prior to becoming an employee, Gary had a longstanding professional relationship with BGI, acting occasionally in an advisory capacity on various projects and issues through the years.

PRE-CONSTRUCTION MANAGEMENT EXPERIENCE:

HONORHEALTH SCOTTSDALE SHEA MEDICAL CENTER

- 2nd Floor Finishes: Project required an extended pre-construction period to establish scope requirements, phasing plans, finish schedules, infection control plan, communication requirements and wayfinding plans. \$2,236,300

CITY OF MESA

- East Service Center HVAC and Energy Management System: Replacement of twenty-five (25) old and problematic water source heat pumps and associated HVAC system equipment, controls, piping, cooling tower and boiler. Installation of a new Energy Management System. \$887,499

SUN VIEW MEDICAL BUILDING, LLC

- Tri-City Colorectal Surgery Center Addition: Construction of a new 900sf one-story addition. Renovation of and existing hallway and storage area. Alterations of and/or additions to existing infrastructure to accommodate the new addition. \$660,588

NAMMO TALLEY

- Malta Assembly Line Package: Installation of a suspended metal channel grid to support exhaust, compressed air & piping feeds, electrical power, data/com, lighting to new assembly lines. Installation of new assembly lines. Installation of new paint booth. Construction of new "Q/A Inspection" Room. \$530,988

CITY OF TEMPE

- Administration Building and Disinfection Building HVAC System at South Tempe Water Treatment Plant: Removal and replacement of roof system. Installation of new exhaust system with associated duct and louver wall openings and structural bracing. Modifications and tie-ins to new BAS. \$245,811

CREDENTIALS

Construction Industry Experience

- 36yrs in Construction
- 18yrs with BGI

Industry-Specific Training

American Society for
Healthcare Engineering
Healthcare Construction
Certification



Process Safety Management
Training by Special Devices,
Inc.

Carpenters Local Union No.
408 4-Year Apprenticeship
Program

Certifications

Occupational Safety and
Health Administration
10-Hour Course in Construction
Safety and Health



Southwest Safety Training
Alliance 16-Hour Course



GARY HANNAPPEL
Project Superintendent

MANAGEMENT ROLE: As Project Superintendent, Gary provides the Construction Team leadership for successful project delivery based on the comprehensive team-building strategy that is developed during pre-construction. With 36 years of experience, he is an excellent resource to the Construction Team for innovative solutions to project challenges. Gary's responsibilities include coordination of all trades, monitoring and enforcement of project quality benchmarks utilizing daily inspections as well as pre-installation and post-installation meetings for critical operations, and enforcement of safety policies. He collaborates with the Project Team to complete weekly updates of the project schedule and verify achievement of critical milestones. Gary's role includes on-site interface with customers, architects and inspectors. He promotes a productive team environment, and he is responsible for maintaining the high standards of quality and professionalism that our customers can expect on every BGI project.

SUPERINTENDENT JOC EXPERIENCE:

CITY OF MESA

- Miscellaneous: Gary has completed numerous repair and maintenance projects in a wide variety of City properties including Police Stations, Fire Stations, Fire Department Administration, Senior Centers, City Warehouse, Lehi Museum and the Plaza Café ranging from \$683 to \$71,190 with a combined total of \$336,747. All projects were completed within active or occupied environments.

CITY OF TEMPE

- City Hall Parking Garage Tenant Improvements: 8,946sf shell improvements to a multi-use two-story commercial building in downtown Tempe including new restrooms, electrical & mechanical upgrades, 25tons additional cooling capacity and roof replacement. \$452,123
- Yoga to the People Tenant Improvements: 2,700sf complete interior build-out including concrete, cabinetry, drywall partitions, bamboo floor finishes, open ceiling concept, plumbing for new restrooms, mechanical equipment and electrical modifications. \$232,790
- Police/Courts Building Data Center: Replaced 40-ton roof-mounted chiller on a three-story building and reworked electrical and piping system as required. \$169,364
- Engineering Department Lobby Security Modifications: 3,000sf interior renovation and security modification to the Municipal Complex, West Wing Garden Level Engineering Office. \$110,148

MARICOPA COUNTY FACILITIES MANAGEMENT

- Maricopa County Sheriff's Office Pup Tent Shower Facility Design/Build: 1,984sf low maintenance shower and toilet facility and administrative offices. \$686,865.
- Chambers Building Enterprise Technology Offices: 12,532sf multi-phase remodel at basement, 2nd and 3rd floors. \$1,086,000
- Administration Building 10th Floor Offices: 14,845sf multi-phase remodel with two work shifts. \$974,718.
- 7th Avenue WIC Modular Building Design/Build: 4,200sf Women's Clinic. \$889,488
- Glendale WIC Modular Building Design/Build: 4,200sf Women's Clinic. \$826,428



MARCIA SCHLINGLOF

Contract Administrator & Sr. Project Coordinator

CREDENTIALS

Construction Industry Experience

- 33yrs in Construction
- 6yrs with BGI

Industry-Specific Training

Prolog 8.10



Timberline Accounting



Access



Excel 2013



SSTA Southwest Safety Training Alliance



Professional Affiliations

ACE Alliance for Construction Excellence



NSC National Safety Council



MANAGEMENT ROLE: Marcia provides administrative support for BGI Project Managers in the areas of project scheduling, submittals, requests for information, contract administration, cost accounting, professional presentation, reporting and warranty management. Marcia effectively communicates with customers, architects and subcontractors, and manages all aspects of project documentation from project inception through the archiving process. Her organizational skills and attention to detail make her an invaluable part of the project team.

PROJECT MANAGEMENT: As Builders Guild's Senior Project Coordinator, Marcia possesses a wealth of knowledge attained over her 33 years in the construction industry. Marcia has been involved in coordinating literally hundreds of projects during her career, and she exemplifies Builder Guild's commitment to quality service and relationship building with our valued customers during all phases of the construction process.

PROJECT EXPERIENCE:

Builders Guild Inc
4950 E. Ingram Street
Mesa, AZ 85205

Senior Project Coordinator
11/2012 to Present

Wolff Mechanical, Inc.
1701 S. Indian Bend Road
Tempe, AZ 85281

Sales Coordinator
3/2012 to 11/2012

IMCOR
1841 E. Washington Street
Phoenix, AZ 85034

Project Coordinator
9/2009 to 1/2012

W.E. O'Neil Construction Co. of Arizona
4511 E. Kerby Avenue
Phoenix, AZ 85040

Project Coordinator
2/2001 to 3/2009

Insituform Technologies, Inc.
2400 W. Medtronic Way #1
Tempe, AZ 85281

Office Assistant
3/2000 to 9/2000

Kitchell Corporation
1707 E. Highland Avenue
Phoenix, AZ 85016

Financial Services Assistant
8/1985 to 2/2000

PERSONAL ATTRIBUTES:

- Ability to work well with others on group tasks, team work
- Outstanding organizational skills
- Attention to detail
- Excellent customer relations skills
- Self-motivated



BOB CARTER

Executive V.P. / Chief Operating Officer
Project Executive

CREDENTIALS

Construction Industry Experience

- 47yrs in Construction
- 38yrs as BGI Principal

Education

Arizona State University
Engineering and Applied
Sciences, Construction
1971-1974

Industry-Specific Training

American Society for
Healthcare Engineering
Healthcare Construction
Project Management
Certificate



American Society for
Healthcare Engineering
Healthcare Construction
Certificate

Southwest Safety Training
Alliance
16-Hour Core 1926
Certification



Certifications

Occupational Safety and
Health Administration
10-Hour Course in
Construction Safety and
Health



MANAGEMENT ROLE: As Project Executive, Bob has overall responsibility and oversight for all projects undertaken by BGI and manages the resources and staffing for these projects.

JOC EXPERIENCE AS PROJECT EXECUTIVE:

BANNER HEALTH NETWORK MASTER CONTRACT

- Term: 1999 to Present / Value of work to date: \$48,045,123
1,162 Facility-wide Projects on 14+ hospital campuses

CITY OF CHANDLER GENERAL CONTRACTING SERVICES JOC

- Term: 01/27/2004 - 05/13/2009 / Value of work: \$2,940,678
73 Job Order Projects

CITY OF MESA BUILDING MAINTENANCE SERVICES MASTER AGREEMENT

- Term: 2009-2012 | 2014-2017 | 20017-2020 / Value of work to date: \$2,108,633
32 projects at City Police & Fire Buildings and City Offices

CITY OF PHOENIX AVIATION DEMOLITION SERVICES JOC

- Term: 04/2012 - 04/2015 / Value of work: \$780,964
7 projects for Demo and Stabilization of Parcels Under the Community Noise Reduction Program

CITY OF TEMPE PUBLIC WORKS JOC

- Term: 2011-2015 | 2015-2020 / Value of work: \$4,192,287
30 projects at City Police/Courts, Engineering Office, General Office

NXP SEMICONDUCTOR SITE SERVICES AGREEMENT SITE SERVICES AGREEMENT (Formerly Freescale Semiconductor)

- Term: 2006 to Present / Value of work to date: \$2,379,608
6 projects at the Chandler Microprocessor Production Facility

HONORHEALTH MASTER CONTRACT FOR CONSTRUCTION SERVICES

- Term: 2002 to Present (indefinite term) / Value of work to date: \$26,118,625
2316 Facility-wide projects on 6 hospital campuses

MARICOPA COUNTY FACILITY MAINTENANCE DEPARTMENT JOC

- Term: 07/2005 - 07/2010 / Value of work to date: \$8,299,015
40 Projects at County Courts, Jails, IT Centers and Offices

MARICOPA INTEGRATED HEALTH SYSTEMS

- Term: 2007-2008 / Value of work date: \$258,868
4 Facility-wide projects

SALT RIVER PROJECT

- Term: 1985 to Present / Value of work to date: \$9,124,703
50 Facility-wide projects

STATE OF ARIZONA (ADOA)

- Term: 10/2011 - 12/2015 / Value of work: \$92,535
1 City Data Center project

BUILDERS GUILD, INC. acknowledges receipt of Questions & Responses from
noreply@civicplus.com on Wednesday, January 2, 2019 @ 9:42 AM.

EXHIBIT B
TO
JOB ORDER MASTER AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
BUILDERS GUILD, 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
BUILDERS GUILD, 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}

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- I. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. ■ DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

A. BROAD FORM NAMED INSURED

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

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

→ **B. BLANKET ADDITIONAL INSURED**

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

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

COMMERCIAL AUTO

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

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

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

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS ■ INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II ■ LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II ■ LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO ■ LIMITED WORLDWIDE COVERAGE ■ INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV ■ BUSINESS AUTO CONDITIONS:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II ■ LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II ■ LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available