

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MCCARTHY BUILDING COMPANIES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2022, between the City of Glendale, an Arizona municipal corporation (the "City"), and McCarthy Building Companies, Inc., a(n) Missouri corporation company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On September 4, 2019, under S.A.V.E Cooperative Purchasing Agreement, the Mohave Cooperative entered into a contract with Contractor to purchase the goods and services described in the Job Order Contracting for Various Construction Trades, Contract No. 19F-MBC2-0904 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was September 4, 2019, until the date the contract expires on September 4, 2023 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond September 4, 2024. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until

September 4, 2023. The City may renew the term of this Agreement for one (1) one-year period if the Cooperative Purchasing Agreement is likewise extended. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one million five hundred dollars (\$1,500,000) annually or three million dollars (\$3,000,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/oMark Hannasch - Project Manager
6210 W. Myrtle Ave., Suite 111
Glendale, Arizona 85302

And

McCarthy Building Companies, Inc.
6225 North 24th Street, Suite 200
Phoenix, AZ 85016
jkelton@mccarthy.com

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

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

McCarthy Building Companies, Inc.,
a Missouri corporation

By: _____

Kevin R. Phelps
City Manager

By:  _____

Name: Justin Kelton
Title: Regional President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MCCARTHY BUILDING COMPANIES, INC.**

**EXHIBIT A
(MOHAVE COOPERATIVE CONTRACT NO. 19F-MBC2-0904
JOB ORDER CONTRACTING FOR VARIOUS CONSTRUCTION TRADES)**



Award Documents

19F-MBC2-0904 McCarthy Building Companies, Inc.

19F-MBC2-0904 Award Letter	2
19F-MBC2-0904 Offer and Acceptance Form	5
19F-0808 Signed Award Recommendation	6
19F-0808 Evaluator Agreements	43
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Click section title to be taken directly to that section.

4/5/18 EH

NOTES ON AWARD FOR: McCarthy Building Companies, Inc.

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute and cannot be changed by Mohave. Members can go to (service.mesc.org/PVF/plist.php) to assist in meeting this due diligence responsibility.
- Financial information included under Tab 2 of your response will be kept confidential.
- All products must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract #19F-MBC2-0904.
- **Promotional Pricing (temporary pricing reductions):** Your contract includes terms and conditions that allows your firm to offer temporary pricing reductions. A Promotional Pricing Offer allows you to provide products and services to members at a reduced cost for a limited time basis. Promotional pricing may increase your contract usage and exposure to members. Mohave encourages promotional pricing under the awarded contract to provide additional value to members. Promotional pricing requests are typically reviewed and approved the same day as submitted. Some reminders regarding pricing reductions:
 - Promotional Pricing may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave.
 - Promotional Pricing (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope.
 - Promotional Pricing limited to a single member are not acceptable.
 - Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member.
- Maria Brissette, CPPB will be the Contract Specialist assigned to your Mohave contract. Send requests for pricing updates or contractual inquiries to Maria Brissette, CPPB – maria@mesc.org/ after the contract effective date of September 4, 2019. *All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.*
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members, and must be available equally.
- Order cycle overview:
 1. Member forwards purchase orders to Mohave. Vendor is McCarthy Building Companies, Inc.
 2. Mohave reviews and emails member order with "MESC Reviewed" stamp, to McCarthy Building Companies, Inc.
 3. McCarthy Building Companies, Inc. provides product/services.
 4. McCarthy Building Companies, Inc. invoices member.
 5. Member pays McCarthy Building Companies, Inc.
 6. McCarthy Building Companies, Inc. sends Usage and Reconciliation Report to Mohave.
 7. McCarthy Building Companies, Inc. remits administration fee monthly, based on invoices paid.
 8. Mohave audits selected purchases.
- Upon award of your contract, you may request to use estimating software other than *RS Means Costworks*. The estimating software shall use *RS Means pricing data* and meet all of the requirements for pricing under this IFB. Estimating samples shall be provided to Mohave for review prior to Mohave's acceptance of estimating software to be used under an awarded contract. Mohave shall make the final determination if estimating software meets all the requirements and is acceptable. Contract vendor agrees that if proposed alternate estimating software does not continue to meet the requirements of the RFP/IFB, contract vendor shall immediately switch to *RS Means Costworks* as the estimating software under an awarded contract.

Technical Proposal – Offer and Acceptance Form
(Place after Tab 1a)

RFP 19F-0808
Job Order Contracting for Various Construction Trades

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and amendments. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number 43-1136212

Company Name McCarthy Building Companies, Inc.

Address 6225 North 24th Street, Suite 200 City Phoenix State AZ Zip 85016

Telephone Number (480) 449-4700

The *Offer and Acceptance Form* should be submitted with a signature of the person authorized to sign the proposal. The person signing the proposal shall initial erasures, interlineations, or other modifications in proposal. Failure to sign the *Offer and Acceptance Form*, or to make other notations as indicated, may result in rejection of proposal.

Authorized Signature 

Printed Name Justin Kelton Title Regional President

Primary Email JKelton@mccarthy.com Alternate email SPoulin@mccarthy.com

Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used **only** if the primary email address is not valid.

The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal is Hereby Accepted:

As an awarded contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.

This contract shall be referred to as Contract Number 19F-MBCA-0904 ✓

Awarded this 30 day of August 2019.

This contract shall be effective the 4 day of September 2019. ✓



Anita S. McLemore, C.P.M., Executive Director
Mohave Educational Services Cooperative, Inc.

JOC RFP 19F-0808 Award Recommendation

- Caliente Construction, Inc. was the number four ranking offer for Division 1 – 49 General Contracting services. They offered complete contract management services that include existing conditions analysis, scope definition, procurement planning, project schedule development and management. UPB, and Open Book pricing methodologies were offered. In-house design and engineering services were not offered but can be provided through the use of a qualified subcontractor. Caliente Construction, Inc. has an aggregate bonding capacity of \$75 Million and holds a current A, B and B-1 Arizona Registrar of Contractors license.
- McCarthy Building Companies, Inc. was the number five ranking offer for Division 1 – 49 General Contracting services. They offered construction and contraction management services. They have a local staff of over 796 craft workers and offered the following self-performed services to include solar, mechanical, electrical, concrete, plumbing, civil engineering and carpentry. UPB, and Open Book pricing methodologies were offered. In-house design and engineering services were not offered but can be provided through the use of a qualified subcontractor. McCarthy Building Companies, Inc. has an aggregate bonding capacity of \$6 Billion and holds a current A, B, and B-1 Arizona Registrar of Contractors license.

Plumbing Division 22 Heisman Ranking	Mike Nentwig	Michael Carter	Nancy Colbaugh	Jeff Bohnenkamp	Phil Allred	Average Rank
Midstate Mechanical, Inc.	1	1	1	1	1	1.00
Sun Mechanical Contracting, Inc.	2	2	2	2	2	2.00
McCarthy Building Companies, Inc.	3	3	3	3	3	3.00
Uni-Tech Mechanical	4	4	4	4	4	4.00

Details for the recommended awards are as follows for Division 22 Plumbing:

- Midstate Mechanical, Inc. was the number one ranking offer for Division 22 Plumbing job order contracting services. They provide complete turnkey plumbing projects from their offices in Phoenix and Tucson and field offices in Flagstaff and Yuma. As a value add, they provide 3-D modeling of projects allowing for the offsite prefabrication of plumbing systems. This reduces the impact to building operations and maximizing onsite work. System commissioning, preventive maintenance, and repair services were offered. Midstate Mechanical, Inc. has an aggregate bonding capacity of \$40 Million and holds a current B-1 and CR-37 Arizona Registrar of Contractors license.
- Sun Mechanical Contracting, Inc. was the number two ranking offer for Division 22 Plumbing job order contracting services. Value added services include the use of 3-D modeling and CAD to increase productivity. Members will have complete online access to all repair/service reports, work order history, and equipment logs. System commissioning, preventive maintenance, and repair services were offered. Sun Mechanical Contracting, Inc. has an aggregate bonding capacity of \$125 Million and holds a current B-1 and CR-37 Arizona Registrar of Contractors license.
- McCarthy Building Companies, Inc. was the number three ranking offer for Division 22 Plumbing job order contracting services. They provide complete plumbing projects, by conducting a "Pre-project Planning and Performance" meeting to identify goals, develop the schedule to meet the quality requirements and customer expectations. McCarthy Building Companies, Inc. is a national company that employ 796 local craft workers and can leverage additional support from four regional offices within a half a day of travel. McCarthy Building Companies, Inc. has an aggregate bonding capacity of \$6 Billion and holds a current A, B, B-1 and CR-37 Arizona Registrar of Contractors license.

JOC RFP 19F-0808 Award Recommendation

Electrical Division 26 Heisman Ranking	Mike Nentwig	Michael Carter	Nancy Colbaugh	Jeff Bohnenkamp	Phil Allred	Average Rank
Rosendin Electric	1	1	1	1	1	1.00

Details for the recommended awards are as follows for Divisions 26 Electrical:

- Rosendin Electric was the number one ranking offer for Division 26 Electrical job order contracting services. They provided complete services for electrical projects including an engineering department with Arizona registered professional engineers. As a value add, Rosendin Electric capabilities include Building Information Modeling (BIM) that can electronically model a building to identify potential interferences between a building's utility and structural elements. Rosendin Electric has an aggregate bonding capacity of \$1.35 Billion and holds a current A, B-1, and C-11 Arizona Registrar of Contractors license.

The evaluation committee determined a single award is not advantageous to Mohave's members. The solicitation authorized multiple awards to meet the needs of Mohave's large number of various types of members located throughout Arizona. This is a statewide contract aimed at providing sources for job order contracting construction services for general contracting, plumbing, heating, ventilation and air conditioning and electrical. No single offer demonstrated the ability to effectively, and efficiently meet all our members' needs for new construction, renovation, remodel, remediation, installation of new equipment or systems, replacement, repair or equipment maintenance services.

Award is recommended to the least number of offerors determined necessary to meet the members' requirements. The decision was based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

The criteria for selecting offerors for multiple contracts shall be based upon considerations for members' experience with existing general contracting, plumbing, heating, ventilation and air conditioning, and electrical services that include construction, renovation, design, emergency services, brand continuity for system replacement and future expansion. Awarded contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria.

None of the offerors recommended for award are on the United States General Services Administration's Excluded Parties List, or on the Arizona Department of Administration Excluded Parties List.

The current contracts under JOC RFP 14G-0808 expire on September 3, 2019. It is recommended the awards under JOC RFP 19F-0808 take effect on September 4, 2019.

It is the recommendation of the evaluation committee that contracts be awarded to Caliente Construction, Inc., GCON, Inc., HACI, Inc., McCarthy Building Companies, Inc., Midstate Mechanical, Inc., Pueblo Mechanical and Controls LLC., Rosendin Electric, SD Crane Builders, Inc., SDB, Inc., and Sun Mechanical Contracting, Inc. for Job Order Contracting for Various Trades.

Not acceptable for further consideration after initial evaluation

BWC Enterprises Inc. dba Woodruff Construction - The bonding capacity letter required by *Special Term and Condition 1.2. Bonding Capacity* was not included in the offer.

Not recommended for award

United Technologies Inc. dba UNI-TECH - The proposal received a lower score and a substantially higher coefficient than the three statewide offers recommended for award. The Division 22 Plumbing services included in the offer are provided by the higher scoring offerors recommended for award. There were no apparent price or additional services offered to substantiate award of this lower scoring proposal.



DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in [A.R.S. 32-1104A3 \(https://www.azleg.gov/viewdocument/?docName=http://www.azleg.gov/ars/32/01104.htm\)](https://www.azleg.gov/viewdocument/?docName=http://www.azleg.gov/ars/32/01104.htm). Please read our Standard Terms of Use at [roc.az.gov/terms \(/terms\)](http://roc.az.gov/terms).

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DETAILS FOR MC CARTHY BUILDING COMPANIES INC LICENSE NUMBER ROC 080910

THURSDAY AUGUST 29, 2019 03:08:55 PM

CONTRACTOR

LICENSE

NAME / ADDRESS / PHONE

Mc Carthy Building Companies Inc

1341 N Rock Hill Rd

Saint Louis, MO 63124-1441

Phone: (314) 968-3300

STATUS / ACTION

Active

CLASS & DESCRIPTION

General Commercial A General Engineering

ENTITY TYPE

Corporation

ISSUED / RENEWAL

First Issued: 1988-11-21

Renewed Through: 2019-10-31

This license is QP Exempt. i

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name: Michael John Corso

Position: Other, Qualifying Party

Other Positions: EMPLOYEE

Other Licenses:

[080911 \(/contractor-search?](#)

[Id=a0Yt000000ACOkfEAH\)](#) (Mc

Carthy Building Companies Inc)

[133580 \(/contractor-search?](#)

[Id=a0Yt000000ACR8CEAX\)](#) (Mc

Carthy Building Companies Inc)

[138400 \(/contractor-search?](#)

[Id=a0Yt000000ACS46EAH\)](#) (Mc

Carthy Building Companies Inc)

Name: David James Reinhardt

Position: Other, Qualifying Party

Other Positions: EMPLOYEE

Other Licenses:

[080911 \(/contractor-search?](#)

[Id=a0Yt000000ACOkfEAH\)](#) (Mc

Carthy Building Companies Inc)

[133580 \(/contractor-search?](#)

[Id=a0Yt000000ACR8CEAX\)](#) (Mc

Carthy Building Companies Inc)

[138400 \(/contractor-search?](#)

[Id=a0Yt000000ACS46EAH\)](#) (Mc

Carthy Building Companies Inc)

Name: John Douglas Audiffred

Position: Officer

Other Licenses:

[080911 \(/contractor-search?](#)

[Id=a0Yt000000ACOkfEAH\)](#) (Mc

Carthy Building Companies Inc)

[133580 \(/contractor-search?](#)

[Id=a0Yt000000ACR8CEAX\)](#) (Mc

Carthy Building Companies Inc)

[138400 \(/contractor-search?](#)

[Id=a0Yt000000ACS46EAH\)](#) (Mc

Carthy Building Companies Inc)

[251222 \(/contractor-search?](#)

[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc)
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[262702 \(/contractor-search?Id=a0Yt000000ACMSnEAP\)](#) (Mc Carthy Building Companies Inc)

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[262702 \(/contractor-search?Id=a0Yt000000ACMSnEAP\)](#) (Mc Carthy Building Companies Inc)
[275380 \(/contractor-search?Id=a0Yt000000ACI4sEAH\)](#) (Castle Industrial LLC (FN))
[314144 \(/contractor-search?Id=a0Yt000000ACW8qEAH\)](#) (Castle Industrial LLC (FN))

Other Licenses:
[231479 \(/contractor-search?Id=a0Yt000000ACeNIEA1\)](#) (Engineered Framing Systems Inc)
Disassociation Date: 2013-12-16

Name: Robert Alde Knochenhauer
Position: FORMER Officer, FORMER Qualifying Party
Disassociation Date: 2013-12-18

Name: Robert Alde Knochenhauer
Position: FORMER Officer, Qualifying Party
Disassociation Date: 2013-12-18

Name: Matthew Thomas Maxwell
Position: FORMER Other, Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:
[293927 \(/contractor-search?Id=a0Yt000000ACLiqEAH\)](#) (AZ Maxwell Enterprise Inc)
Disassociation Date: 2014-07-10

Name: Matthew Thomas Maxwell
Position: FORMER Other, FORMER Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:
[293927 \(/contractor-search?Id=a0Yt000000ACLiqEAH\)](#) (AZ Maxwell Enterprise Inc)
Disassociation Date: 2014-07-10

Name: Wheeler Carter Chappell
Position: FORMER Officer
Disassociation Date: 2013-12-16

Name: Jim Pallares
Position: FORMER Officer
Disassociation Date: 2013-12-16

Name: James Anthony Staskiel
Position: FORMER Officer
Other Licenses:
[193641 \(/contractor-search?Id=a0Yt000000ACLPtEAP\)](#) (Residential Constructors LLC)

Name: Derek Wayne Glanvill
Position: FORMER Officer
Other Licenses:
[193641 \(/contractor-search?Id=a0Yt000000ACLPtEAP\)](#) (Residential Constructors LLC)

Name: McCarthy Holdings Inc
Position: Related Entity, Subsidiary



DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3 (<https://www.azleg.gov/viewdocument/?docName=http://www.azleg.gov/ars/32/01104.htm>). Please read our Standard Terms of Use at roc.az.gov/terms (/terms).

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THURSDAY AUGUST 29, 2019 03:08:29 PM

CONTRACTOR

LICENSE

NAME / ADDRESS / PHONE

Mc Carthy Building Companies Inc

1341 N Rock Hill Rd

Saint Louis, MO 63124-1441

Phone: (314) 968-3300

STATUS / ACTION

Active

CLASS & DESCRIPTION

Specialty Dual CR-39 Air Conditioning and Refrigeration

ENTITY TYPE

Corporation

ISSUED / RENEWAL

First Issued: 1998-09-16

Renewed Through: 2020-09-30

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

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Other Positions: EMPLOYEE
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[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](#) (Mc Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc)
[251222 \(/contractor-search?](#)

Name: David James Reinhardt
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Other Positions: EMPLOYEE
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231479 (/contractor-search? Id=a0Yt000000ACeNIEA1) (Engineered Framing Systems Inc) **Disassociation Date: 2013-12-16**

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Position: FORMER Officer
Other Licenses: 193641 (/contractor-search? Id=a0Yt000000ACLPtEAP) (Residential Constructors LLC)
Disassociation Date: 2013-12-

Name: Derek Wayne Glanvill
Position: FORMER Officer
Other Licenses: 193641 (/contractor-search? Id=a0Yt000000ACLPtEAP) (Residential Constructors LLC)
Disassociation Date: 2016-12-

Name: McCarthy Holdings Inc
Position: Related Entity, Subsidiary



DISCLAIMER

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DETAILS FOR MC CARTHY BUILDING COMPANIES INC LICENSE NUMBER ROC 080911

THURSDAY AUGUST 29, 2019 03:08:46 PM

CONTRACTOR

LICENSE

NAME / ADDRESS / PHONE

Mc Carthy Building Companies Inc

1341 N Rock Hill Rd
Saint Louis, MO 63124-1441
Phone: (314) 968-3300

STATUS / ACTION

Active

CLASS & DESCRIPTION

General Commercial B-1 General Commercial Contractor

ENTITY TYPE

Corporation

ISSUED / RENEWAL

First Issued: 1988-11-21
Renewed Through: 2019-10-31

This license is QP Exempt. |

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name: Michael John Corso
Position: Other, Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:
[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](https://contractor-search?Id=a0Yt000000ACTdjEAH) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](https://contractor-search?Id=a0Yt000000ACR8CEAX) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](https://contractor-search?Id=a0Yt000000ACS46EAH) (Mc

Name: David James Reinhardt
Position: Other, Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:
[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](https://contractor-search?Id=a0Yt000000ACTdjEAH) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](https://contractor-search?Id=a0Yt000000ACR8CEAX) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](https://contractor-search?Id=a0Yt000000ACS46EAH) (Mc

Name: John Douglas Audiffred
Position: Officer
Other Licenses:
[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](https://contractor-search?Id=a0Yt000000ACTdjEAH) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](https://contractor-search?Id=a0Yt000000ACR8CEAX) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](https://contractor-search?Id=a0Yt000000ACS46EAH) (Mc Carthy Building Companies Inc)

Other Licenses:

[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](#) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc Carthy Building Companies Inc)
[251222 \(/contractor-search?Id=a0Yt000000ACGtGEAX\)](#) (Mc Carthy Building Companies Inc)
[262702 \(/contractor-search?Id=a0Yt000000ACMSnEAP\)](#) (Mc Carthy Building Companies Inc)

Other Licenses:

[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](#) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc Carthy Building Companies Inc)
[251222 \(/contractor-search?Id=a0Yt000000ACGtGEAX\)](#) (Mc Carthy Building Companies Inc)
[262702 \(/contractor-search?Id=a0Yt000000ACMSnEAP\)](#) (Mc Carthy Building Companies Inc)
[275380 \(/contractor-search?Id=a0Yt000000ACI4sEAH\)](#) (Castle Industrial LLC (FN))
[314144 \(/contractor-search?Id=a0Yt000000ACW8qEAH\)](#) (Castle Industrial LLC (FN))

Qualifying Party

Other Licenses:

[231479 \(/contractor-search?Id=a0Yt000000ACeNIEA1\)](#) (Engineered Framing Systems Inc)

Disassociation Date: 2013-12-16

Name: Robert Alde Knochenhauer
Position: FORMER Officer, FORMER Qualifying Party

Disassociation Date: 2013-12-18

Name: Robert Alde Knochenhauer
Position: FORMER Officer, Qualifying Party

Disassociation Date: 2013-12-18

Name: Matthew Thomas Maxwell
Position: FORMER Other, Qualifying Party

Other Positions: EMPLOYEE
Other Licenses:

[293927 \(/contractor-search?Id=a0Yt000000ACLiqEAH\)](#) (AZ Maxwell Enterprise Inc)

Disassociation Date: 2014-07-10

Name: Matthew Thomas Maxwell
Position: FORMER Other, FORMER Qualifying Party

Other Positions: EMPLOYEE
Other Licenses:

[293927 \(/contractor-search?Id=a0Yt000000ACLiqEAH\)](#) (AZ Maxwell Enterprise Inc)

Disassociation Date: 2014-07-10

Name: Wheeler Carter Chappell
Position: FORMER Officer

Disassociation Date: 2013-12-16

Name: Jim Pallares
Position: FORMER Officer

Disassociation Date: 2013-12-16

Name: James Anthony Staskiel
Position: FORMER Officer

Other Licenses:

[193641 \(/contractor-search?Id=a0Yt000000ACI4sEAH\)](#)

Name: Derek Wayne Glanvill
Position: FORMER Officer

Other Licenses:

[193641 \(/contractor-search?Id=a0Yt000000ACI4sEAH\)](#)

Name: McCarthy Holdings Inc
Position: Related Entity, Subsidiary



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DETAILS FOR MC CARTHY BUILDING COMPANIES INC LICENSE NUMBER ROC 262702

THURSDAY AUGUST 29, 2019 03:08:08 PM

CONTRACTOR**LICENSE**

NAME / ADDRESS / PHONE

Mc Carthy Building Companies Inc

1341 N Rock Hill Rd
Saint Louis, MO 63124-1441
Phone: (314) 968-3300

STATUS / ACTION

Active

CLASS & DESCRIPTION

Specialty Dual CR-11 Electrical

ENTITY TYPE

Corporation

ISSUED / RENEWAL

First Issued: 2010-02-07**Renewed Through:** 2020-02-29**QUALIFYING PARTY & PERSONNEL**

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name: Michael John Corso
Position: Other, Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:
[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](https://contractor-search?Id=a0Yt000000ACTdjEAH) (Mc Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](https://contractor-search?Id=a0Yt000000ACOkfEAH) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](https://contractor-search?Id=a0Yt000000ACR8CEAX) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](https://contractor-search?Id=a0Yt000000ACS46EAH) (Mc

Name: David James Reinhardt
Position: Other, Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:
[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](https://contractor-search?Id=a0Yt000000ACTdjEAH) (Mc Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](https://contractor-search?Id=a0Yt000000ACOkfEAH) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](https://contractor-search?Id=a0Yt000000ACR8CEAX) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](https://contractor-search?Id=a0Yt000000ACS46EAH) (Mc

Name: John Douglas Audiffred
Position: Officer
Other Licenses:
[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](https://contractor-search?Id=a0Yt000000ACTdjEAH) (Mc Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](https://contractor-search?Id=a0Yt000000ACOkfEAH) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](https://contractor-search?Id=a0Yt000000ACR8CEAX) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](https://contractor-search?Id=a0Yt000000ACS46EAH) (Mc Carthy Building Companies Inc)

Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc
Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc
Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc
Carthy Building Companies Inc)
[251222 \(/contractor-search?Id=a0Yt000000ACGtGEAX\)](#) (Mc
Carthy Building Companies Inc)

Name: Robert Alde Knochenhauer
Position: FORMER Officer,
FORMER Qualifying Party

Disassociation Date: 2013-12-18

Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc
Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc
Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc
Carthy Building Companies Inc)
[251222 \(/contractor-search?Id=a0Yt000000ACGtGEAX\)](#) (Mc
Carthy Building Companies Inc)
[275380 \(/contractor-search?Id=a0Yt000000ACI4sEAH\)](#) (Castle
Industrial LLC (FN))
[314144 \(/contractor-search?Id=a0Yt000000ACW8qEAH\)](#)
(Castle Industrial LLC (FN))

Name: Robert Alde Knochenhauer
Position: FORMER Officer,
Qualifying Party

Disassociation Date: 2013-12-18

[Id=a0Yt000000ACeNIEA1\)](#)
(Engineered Framing Systems Inc)
Disassociation Date: 2013-12-16

Name: Matthew Thomas Maxwell
Position: FORMER Other,
Qualifying Party

Other Positions: EMPLOYEE
Other Licenses:
[293927 \(/contractor-search?Id=a0Yt000000ACLiqEAH\)](#) (AZ
Maxwell Enterprise Inc)
Disassociation Date: 2014-07-10

Name: Matthew Thomas Maxwell
Position: FORMER Other,
FORMER Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:

[293927 \(/contractor-search?Id=a0Yt000000ACLiqEAH\)](#) (AZ
Maxwell Enterprise Inc)
Disassociation Date: 2014-07-10

Name: Wheeler Carter Chappell
Position: FORMER Officer
Disassociation Date: 2013-12-16

Name: Jim Pallares
Position: FORMER Officer
Disassociation Date: 2013-12-16

Name: James Anthony Staskiel
Position: FORMER Officer
Other Licenses:
[193641 \(/contractor-search?Id=a0Yt000000ACLpTEAP\)](#)
(Residential Constructors LLC)
Disassociation Date: 2013-12-16

Name: Derek Wayne Glanvill
Position: FORMER Officer
Other Licenses:
[193641 \(/contractor-search?Id=a0Yt000000ACLpTEAP\)](#)
(Residential Constructors LLC)
Disassociation Date: 2016-12-23

Name: McCarthy Holdings Inc
Position: Related Entity, Subsidiary



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DETAILS FOR MC CARTHY BUILDING COMPANIES INC LICENSE NUMBER ROC 133580

THURSDAY AUGUST 29, 2019 03:08:22 PM

CONTRACTOR

LICENSE

NAME / ADDRESS / PHONE

Mc Carthy Building Companies Inc

1341 N Rock Hill Rd
Saint Louis, MO 63124-1441
Phone: (314) 968-3300

STATUS / ACTION

Active

CLASS & DESCRIPTION

General Residential B General Residential Contractor

ENTITY TYPE

Corporation

ISSUED / RENEWAL

First Issued: 1998-04-17
Renewed Through: 2020-04-30

This license is QP Exempt.

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name: Michael John Corso
Position: Other, Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:
[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](https://contractor-search?Id=a0Yt000000ACTdjEAH) (Mc Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](https://contractor-search?Id=a0Yt000000ACOkfEAH) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](https://contractor-search?Id=a0Yt000000ACS46EAH) (Mc

Name: David James Reinhardt
Position: Other, Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:
[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](https://contractor-search?Id=a0Yt000000ACTdjEAH) (Mc Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](https://contractor-search?Id=a0Yt000000ACOkfEAH) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](https://contractor-search?Id=a0Yt000000ACS46EAH) (Mc

Name: John Douglas Audiffred
Position: Officer
Other Licenses:
[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](https://contractor-search?Id=a0Yt000000ACTdjEAH) (Mc Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](https://contractor-search?Id=a0Yt000000ACOkfEAH) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](https://contractor-search?Id=a0Yt000000ACS46EAH) (Mc Carthy Building Companies Inc)

Other Licenses:

[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](#) (Mc Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc Carthy Building Companies Inc)
[251222 \(/contractor-search?Id=a0Yt000000ACGtGEAX\)](#) (Mc Carthy Building Companies Inc)
[262702 \(/contractor-search?Id=a0Yt000000ACMSnEAP\)](#) (Mc Carthy Building Companies Inc)

Other Licenses:

[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](#) (Mc Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc Carthy Building Companies Inc)
[251222 \(/contractor-search?Id=a0Yt000000ACGtGEAX\)](#) (Mc Carthy Building Companies Inc)
[262702 \(/contractor-search?Id=a0Yt000000ACMSnEAP\)](#) (Mc Carthy Building Companies Inc)
[275380 \(/contractor-search?Id=a0Yt000000ACl4sEAH\)](#) (Castle Industrial LLC (FN))
[314144 \(/contractor-search?Id=a0Yt000000ACW8qEAH\)](#) (Castle Industrial LLC (FN))

Qualifying Party**Other Licenses:**

[231479 \(/contractor-search?Id=a0Yt000000ACeNIEA1\)](#) (Engineered Framing Systems Inc)
Disassociation Date: 2013-12-16

Name: Robert Alde Knochenhauer**Position:** FORMER Officer, FORMER Qualifying Party**Disassociation Date: 2013-12-18****Name:** Robert Alde Knochenhauer**Position:** FORMER Officer, Qualifying Party**Disassociation Date: 2013-12-18****Name:** Matthew Thomas Maxwell**Position:** FORMER Other, Qualifying Party**Other Positions:** EMPLOYEE**Other Licenses:**

[293927 \(/contractor-search?Id=a0Yt000000ACLiqEAH\)](#) (AZ Maxwell Enterprise Inc)

Disassociation Date: 2014-07-10**Name:** Matthew Thomas Maxwell**Position:** FORMER Other, FORMER Qualifying Party**Other Positions:** EMPLOYEE**Other Licenses:**

[293927 \(/contractor-search?Id=a0Yt000000ACLiqEAH\)](#) (AZ Maxwell Enterprise Inc)

Disassociation Date: 2014-07-10**Name:** Wheeler Carter Chappell**Position:** FORMER Officer**Disassociation Date: 2013-12-16****Name:** Jim Pallares**Position:** FORMER Officer**Disassociation Date: 2013-12-16****Name:** James Anthony Staskiel**Position:** FORMER Officer**Other Licenses:**

[193641 \(/contractor-search?Id=a0Yt000000AClPtEAP\)](#)

Name: Derek Wayne Glanvill**Position:** FORMER Officer**Other Licenses:**

[193641 \(/contractor-search?Id=a0Yt000000AClPtEAP\)](#)

Name: McCarthy Holdings Inc**Position:** Related Entity, Subsidiary



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DETAILS FOR MC CARTHY BUILDING COMPANIES INC LICENSE NUMBER ROC 262702

THURSDAY AUGUST 29, 2019 03:08:08 PM

CONTRACTOR

LICENSE

NAME / ADDRESS / PHONE

CLASS & DESCRIPTION

Mc Carthy Building Companies Inc

Specialty Dual CR-11 Electrical

1341 N Rock Hill Rd

ENTITY TYPE

Saint Louis, MO 63124-1441

Corporation

Phone: (314) 968-3300

STATUS / ACTION

ISSUED / RENEWAL

Active

First Issued: 2010-02-07

Renewed Through: 2020-02-29

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name: Michael John Corso
Position: Other, Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:
[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](#) (Mc Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc

Name: David James Reinhardt
Position: Other, Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:
[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](#) (Mc Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc

Name: John Douglas Audiffred
Position: Officer
Other Licenses:
[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](#) (Mc Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc Carthy Building Companies Inc)

Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc
Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc
Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc
Carthy Building Companies Inc)
[251222 \(/contractor-search?Id=a0Yt000000ACGtGEAX\)](#) (Mc
Carthy Building Companies Inc)

Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc
Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc
Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc
Carthy Building Companies Inc)
[251222 \(/contractor-search?Id=a0Yt000000ACGtGEAX\)](#) (Mc
Carthy Building Companies Inc)
[275380 \(/contractor-search?Id=a0Yt000000ACI4sEAH\)](#) (Castle
Industrial LLC (FN))
[314144 \(/contractor-search?Id=a0Yt000000ACW8qEAH\)](#)
(Castle Industrial LLC (FN))

[Id=a0Yt000000ACeNIEA1\)](#)
(Engineered Framing Systems Inc)
Disassociation Date: 2013-12-16

Name: Robert Alde Knochenhauer
Position: FORMER Officer,
FORMER Qualifying Party

Disassociation Date: 2013-12-18

Name: Robert Alde Knochenhauer
Position: FORMER Officer,
Qualifying Party

Disassociation Date: 2013-12-18

Name: Matthew Thomas Maxwell
Position: FORMER Other,
Qualifying Party

Other Positions: EMPLOYEE
Other Licenses:

[293927 \(/contractor-search?Id=a0Yt000000ACLiqEAH\)](#) (AZ
Maxwell Enterprise Inc)

Disassociation Date: 2014-07-10

Name: Matthew Thomas Maxwell
Position: FORMER Other,
FORMER Qualifying Party

Other Positions: EMPLOYEE

Other Licenses:

[293927 \(/contractor-search?Id=a0Yt000000ACLiqEAH\)](#) (AZ
Maxwell Enterprise Inc)

Disassociation Date: 2014-07-10

Name: Wheeler Carter Chappell
Position: FORMER Officer

Disassociation Date: 2013-12-16

Name: Jim Pallares
Position: FORMER Officer

Disassociation Date: 2013-12-16

Name: James Anthony Staskiel
Position: FORMER Officer
Other Licenses:

[193641 \(/contractor-search?Id=a0Yt000000ACLPtEAP\)](#)
(Residential Constructors LLC)

Disassociation Date: 2013-12-16

Name: Derek Wayne Glanvill
Position: FORMER Officer
Other Licenses:

[193641 \(/contractor-search?Id=a0Yt000000ACLPtEAP\)](#)
(Residential Constructors LLC)

Disassociation Date: 2016-12-23

Name: McCarthy Holdings Inc
Position: Related Entity, Subsidiary



DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3 (<https://www.azleg.gov/viewdocument/?docName=http://www.azleg.gov/ars/32/01104.htm>). Please read our Standard Terms of Use at roc.az.gov/terms (/terms).

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

DETAILS FOR MC CARTHY BUILDING COMPANIES INC LICENSE NUMBER ROC 251222

THURSDAY AUGUST 29, 2019 03:08:48 PM

CONTRACTOR

LICENSE

NAME / ADDRESS / PHONE

Mc Carthy Building Companies Inc

6225 N 24th St Ste 200
Phoenix, AZ 85016-2037
Phone: (480) 449-4700

STATUS / ACTION

Active

CLASS & DESCRIPTION

Specialty Commercial C-37 Plumbing

ENTITY TYPE

Corporation

ISSUED / RENEWAL

First Issued: 2008-12-04

Renewed Through: 2020-12-31

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name: Michael John Corso
Position: Other, Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:
[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](#) (Mc Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc

Name: Eric Ryan Fields
Position: Qualifying Party
Other Licenses:
[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](#) (Mc Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc Carthy Building Companies Inc)

Name: David James Reinhardt
Position: Other, Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:
[080910 \(/contractor-search?Id=a0Yt000000ACTdjEAH\)](#) (Mc Carthy Building Companies Inc)
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc

[Id=a0Yt000000ACTdjEAH](#)) (Mc Carthy Building Companies Inc) [080911 \(/contractor-search? Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc) [133580 \(/contractor-search? Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc) [138400 \(/contractor-search? Id=a0Yt000000ACS46EAH\)](#) (Mc Carthy Building Companies Inc) [262702 \(/contractor-search? Id=a0Yt000000ACMSnEAP\)](#) (Mc Carthy Building Companies Inc)

[Id=a0Yt000000ACTdjEAH](#)) (Mc Carthy Building Companies Inc) [080911 \(/contractor-search? Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc) [133580 \(/contractor-search? Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc) [138400 \(/contractor-search? Id=a0Yt000000ACS46EAH\)](#) (Mc Carthy Building Companies Inc) [262702 \(/contractor-search? Id=a0Yt000000ACMSnEAP\)](#) (Mc Carthy Building Companies Inc)

[Id=a0Yt000000ACTdjEAH](#)) (Mc Carthy Building Companies Inc) [080911 \(/contractor-search? Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc) [133580 \(/contractor-search? Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc) [138400 \(/contractor-search? Id=a0Yt000000ACS46EAH\)](#) (Mc Carthy Building Companies Inc) [262702 \(/contractor-search? Id=a0Yt000000ACMSnEAP\)](#) (Mc Carthy Building Companies Inc) [275380 \(/contractor-search? Id=a0Yt000000ACI4sEAH\)](#) (Castle Industrial LLC (FN)) [314144 \(/contractor-search? Id=a0Yt000000ACW8qEAH\)](#) (Castle Industrial LLC (FN))

Name: Timothy McCarthy
Position: FORMER Officer, Qualifying Party
Other Licenses:
[231479 \(/contractor-search? Id=a0Yt000000ACeNIEA1\)](#) (Engineered Framing Systems Inc)
Disassociation Date: 2013-12-16

Name: Robert Alde Knochenhauer
Position: FORMER Officer, FORMER Qualifying Party
Disassociation Date: 2013-12-18

Name: Robert Alde Knochenhauer
Position: FORMER Officer, Qualifying Party
Disassociation Date: 2013-12-18

Name: Matthew Thomas Maxwell
Position: FORMER Other, Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:
[293927 \(/contractor-search? Id=a0Yt000000ACLiqEAH\)](#) (AZ Maxwell Enterprise Inc)
Disassociation Date: 2014-07-10

Name: Matthew Thomas Maxwell
Position: FORMER Other, FORMER Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:
[293927 \(/contractor-search? Id=a0Yt000000ACLiqEAH\)](#) (AZ Maxwell Enterprise Inc)
Disassociation Date: 2014-07-10

Name: Wheeler Carter Chappell
Position: FORMER Officer
Disassociation Date: 2013-12-16

Name: Jim Pallares
Position: FORMER Officer
Disassociation Date: 2013-12-16

Name: James Anthony Staskiel
Position: FORMER Officer
Other Licenses:
[193641 \(/contractor-search? Id=a0Yt000000ACLpEAP\)](#) (Residential Constructors LLC)
Disassociation Date: 2013-12-16

Name: Derek Wayne Glanvill
Position: FORMER Officer
Other Licenses:
[193641 \(/contractor-search? Id=a0Yt000000ACLpEAP\)](#) (Residential Constructors LLC)
Disassociation Date: 2016-12-23



DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in **A.R.S. 32-1104A3** (<https://www.azleg.gov/viewdocument/?docName=http://www.azleg.gov/ars/32/01104.htm>). Please read our Standard Terms of Use at roc.az.gov/terms (/terms).

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DETAILS FOR MC CARTHY BUILDING COMPANIES INC LICENSE NUMBER ROC 080910

THURSDAY AUGUST 29, 2019 03:08:55 PM

CONTRACTOR

LICENSE

NAME / ADDRESS / PHONE

CLASS & DESCRIPTION

Mc Carthy Building Companies Inc

General Commercial A General Engineering

1341 N Rock Hill Rd
Saint Louis, MO 63124-1441
Phone: (314) 968-3300

ENTITY TYPE
Corporation

STATUS / ACTION

ISSUED / RENEWAL

Active

First Issued: 1988-11-21
Renewed Through: 2019-10-31

This license is QP Exempt. i

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name: Michael John Corso
Position: Other, Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc Carthy Building Companies Inc)

Name: David James Reinhardt
Position: Other, Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc Carthy Building Companies Inc)

Name: John Douglas Audiffred
Position: Officer
Other Licenses:
[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc Carthy Building Companies Inc)
[251222 \(/contractor-search?](#)

[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc Carthy Building Companies Inc)
[251222 \(/contractor-search?Id=a0Yt000000ACGtGEAX\)](#) (Mc Carthy Building Companies Inc)
[262702 \(/contractor-search?Id=a0Yt000000ACMSnEAP\)](#) (Mc Carthy Building Companies Inc)

Name: Robert Alde Knochenhauer
Position: FORMER Officer,
FORMER Qualifying Party

Disassociation Date: 2013-12-18

[080911 \(/contractor-search?Id=a0Yt000000ACOkfEAH\)](#) (Mc Carthy Building Companies Inc)
[133580 \(/contractor-search?Id=a0Yt000000ACR8CEAX\)](#) (Mc Carthy Building Companies Inc)
[138400 \(/contractor-search?Id=a0Yt000000ACS46EAH\)](#) (Mc Carthy Building Companies Inc)
[251222 \(/contractor-search?Id=a0Yt000000ACGtGEAX\)](#) (Mc Carthy Building Companies Inc)
[262702 \(/contractor-search?Id=a0Yt000000ACMSnEAP\)](#) (Mc Carthy Building Companies Inc)
[275380 \(/contractor-search?Id=a0Yt000000ACI4sEAH\)](#) (Castle Industrial LLC (FN))
[314144 \(/contractor-search?Id=a0Yt000000ACW8qEAH\)](#) (Castle Industrial LLC (FN))

Name: Robert Alde Knochenhauer
Position: FORMER Officer,
Qualifying Party

Disassociation Date: 2013-12-18

Other Licenses:

[231479 \(/contractor-search?Id=a0Yt000000ACeNIEA1\)](#) (Engineered Framing Systems Inc)

Disassociation Date: 2013-12-16

Name: Matthew Thomas Maxwell
Position: FORMER Other,
Qualifying Party

Other Positions: EMPLOYEE
Other Licenses:

[293927 \(/contractor-search?Id=a0Yt000000ACLiqEAH\)](#) (AZ Maxwell Enterprise Inc)

Disassociation Date: 2014-07-10

Name: Matthew Thomas Maxwell
Position: FORMER Other,
FORMER Qualifying Party
Other Positions: EMPLOYEE
Other Licenses:

[293927 \(/contractor-search?Id=a0Yt000000ACLiqEAH\)](#) (AZ Maxwell Enterprise Inc)

Disassociation Date: 2014-07-10

Name: Wheeler Carter Chappell
Position: FORMER Officer
Disassociation Date: 2013-12-16

Name: Jim Pallares
Position: FORMER Officer
Disassociation Date: 2013-12-16

Name: James Anthony Staskiel
Position: FORMER Officer
Other Licenses:
[193641 \(/contractor-search?Id=a0Yt000000ACLPtEAP\)](#) (Residential Constructors LLC)

Name: Derek Wayne Glanvill
Position: FORMER Officer
Other Licenses:
[193641 \(/contractor-search?Id=a0Yt000000ACLPtEAP\)](#) (Residential Constructors LLC)

Name: McCarthy Holdings Inc
Position: Related Entity, Subsidiary

RFQ 19F-0605 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Michael Nentwig Contracts Specialist I EMPLOYER MESC
ADDRESS 605 East Beale St. Kingman AZ 86401 PHONE 928-718-3203
Contract Specialist working with: Self.

Statement of Understanding
(Initial each section to indicate your understanding of the requirement)

I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.
The RFQ evaluation criteria is as follows:

Basis of award: In accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(C), ARS §34-604(F)(2) and §41-2579(F)(2), Mohave shall issue a Request for Proposal to a final list of responsive and responsible vendors determined to be most qualified to perform the specified construction services. To qualify for evaluation, a Statement of Qualifications must have been submitted on time, and materially satisfy all mandatory requirements identified in this solicitation.

Responsive Statement of Qualifications: A responsive Statement of Qualifications conforms in all respects to the material requirements of the solicitation. The Statement of Qualifications shall be responsive to receive further consideration. Mohave reserves the right to waive minor informalities.

The Request for Qualifications is the first of a two-step procurement process. Contracts, if any, will be awarded in accordance with the subsequent Request for Proposal. Mohave will issue a Request for Proposal to a final list of responsive and responsible vendors determined to be the most qualified to perform the specified electrical services. The final list shall be at least three, but no more than five offerors.

I understand that Mohave will consider my evaluation along with evaluations by other professionals. However, I also agree that Mohave is under no obligation to accept my evaluation, except as advisory. I also understand that Mohave will hold my employer and/or me harmless if any vendor or interested party protests any award or lack of award made by Mohave under the terms of this solicitation.

I agree not to discuss my evaluation or any of the evaluation process prior to the announcement of an award, as required by Arizona statute (per ARS § 41-2616, C).

I confirm that I have not received gratuities in the form of entertainment, gifts, or otherwise, that have been offered by any of the bidders responding to this solicitation with a view toward securing a contract.

Mohave may publicly thank members of the evaluation committee who are not employed by Mohave on our website. By making your selection below, this will indicate your understanding that we may publicly recognize your help with the evaluation process. Please indicate if Yes or do not to be thanked in this manner, by indicating with Yes or No answer below:

(Yes) (No)

Please indicate your answer by signing your initials in the appropriate boxes

New Evaluator

Returning Evaluator

The Arizona Revised Statutes (ARS) place some restrictions with which you must comply regarding conflict of interest not only for yourself but also your relatives (Relative means: spouse, child, child's child, parent, grandparent, siblings (full or half-blood) and their spouses, and the parent, sibling or child of a spouse, pursuant to ARS 38-502). You are required to complete the following form to determine that you're in compliance with these provisions. This form must be completed every time you participate in a contract evaluation.

Business Interest

Are you, or any of your relatives, involved in any ownership, employment, public or private affiliations, or special arrangements which may have a substantial (Substantial means: any pecuniary or proprietary interest, either direct or indirect, other than a remote interest) interest in any contract, sale, purchase, or service involving Mohave or any of Mohave's contracts, vendors or members?

No

Yes

Please describe below (attach sheet if necessary):

Liability

Violating Arizona's conflict of interest laws have significant consequences which include, but may not be limited to:

- 1. Intentionally or knowingly violating any provision of sections 38-503 through 38-505 is guilty of a CLASS 6 FELONY.
- 2. Recklessly or negligently violating any provision of sections 38-503 through 38-505 is guilty of a CLASS 1 MISDEMEANOR.

I understand that I may be held personally liable for costs associated with violating Arizona's conflict of interest laws.

I also acknowledge that I am responsible for knowing and understanding Arizona's conflict of interest laws available in A.R.S. 38-501 through 38-510.

Signature [Signature] Date 6/7/19.

Signature by Mohave: [Signature]

Mohave Educational Services Cooperative, Inc., 625 E. Beale St. Kingman AZ, 86401

RFQ 19F-0605 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Phil Alford, Asst. City Engineer EMPLOYER City of Kingman
ADDRESS 310 N. 4th Street PHONE (928) 753-8124
Contract Specialist working with: Mike Nentwig

Statement of Understanding
(Initial each section to indicate your understanding of the requirement)

I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.
The RFQ evaluation criteria is as follows:

Basis of award: In accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(C), ARS §34-604(F)(2) and §41-2579(F)(2), Mohave shall issue a Request for Proposal to a final list of responsive and responsible vendors determined to be most qualified to perform the specified construction services. To qualify for evaluation, a Statement of Qualifications must have been submitted on time, and materially satisfy all mandatory requirements identified in this solicitation.

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(Yes) (No)

Please indicate your answer by signing your initials in the appropriate boxes

New Evaluator Returning Evaluator

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No Yes Please describe below (attach sheet if necessary):

Liability
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I understand that I may be held personally liable for costs associated with violating Arizona's conflict of interest laws. I also acknowledge that I am responsible for knowing and understanding Arizona's conflict of interest laws available in A.R.S. 38-501 through 38-510.

Signature Phil Alford Date 6/10/18

Signature by Mohave: Amita S. Moore

RFQ 19F-0605 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Michael S. Carter EMPLOYER Mohave Educational
ADDRESS 625 E. Beale St. Kingman AZ PHONE 928-753-6945
Contract Specialist working with: M. Ke Newton

Statement of Understanding
(Initial each section to indicate your understanding of the requirement)

I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.
The RFQ evaluation criteria is as follows:

Basis of award: In accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(C), ARS §34-604(F)(2) and §41-2579(F)(2), Mohave shall issue a Request for Proposal to a final list of responsive and responsible vendors determined to be most qualified to perform the specified construction services. To qualify for evaluation, a Statement of Qualifications must have been submitted on time, and materially satisfy all mandatory requirements identified in this solicitation.

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(Yes) (No)

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New Evaluator

Returning Evaluator

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I also acknowledge that I am responsible for knowing and understanding Arizona's conflict of interest laws available in A.R.S. 38-501 through 38-510.

Signature Michael S. Carter Date 6/11/19

Signature by Mohave: Anita S. Moore



[Contact Us \(/contact-us\)](/contact-us)

State Procurement Office, ADOA Building

100 N. 15th Ave., Suite 402

Phoenix, AZ 85007

Find in Google Maps

(<https://www.google.com/maps/place/100+N+15th+Ave+%23201/@33.4490935,-112.0926353,17z>)

[STATEWIDE POLICIES \(HTTP://AZ.GOV/POLICIES\)](http://az.gov/policies)

[SITE MAP \(/SITEMAP\)](/sitemap)



7/25/2022

Modification of Contract (Contract Extension) (Page 1 of 3)

Sammy Koch
McCarthy Building Companies, Inc
6225 N. 24th Street, Suite 200
Phoenix, AZ 85016

RE: Contract # 19F-MBC2-0904 modification of contract through an extension of contract is made by, and between, McCarthy Building Companies, Inc and Mohave Educational Services Cooperative (Mohave).

✓ In accordance with its terms and conditions, Mohave requests to extend contract 19F-MBC2-0904 for a period of one (1) year, beginning 9/4/2022. The extension shall be under the same terms and conditions contained therein.

Provide your agreement to extend by completing the appropriate information below and on the following pages. If the contract is extended, McCarthy Building Companies, Inc agrees to provide products or prices as per 19F-0808.

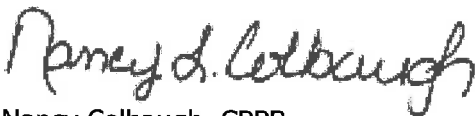
By signing this Modification of Contract, you hereby certify to the best of your knowledge and belief that your firm complies with Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11

We agree to **modify** and **extend** the contract as specified above, abiding by the current terms and conditions, and any attached clarifications.

Signature  Title VP Operations

Typed/Printed Name Eric Fields Date 08/03/22

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.



Nancy Colbaugh, CPPB
Contracts Manager
Mohave Educational Services Cooperative, Inc.
625 East Beale Street | Kingman, AZ 86401
Phone 928-718-3228 | Fax 928-718-3232

If all pages of this notice are not received at Mohave's Kingman office on, or before, 9/4/2022, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or 928-718-3232.

To terminate the contract effective 9/4/2022, email or fax a notice of your request to cancel the contract to contracts@mesc.org or 928-718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 9/4/2022 may result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Modification of Contract (Contract Extension)

(Page 2 of 3)

Requested Pricing Modifications

We list your contract as utilizing Coefficient applied to UPD, Open Book, % Off Trade Service and Hourly Professional Services. Please confirm the following regarding pricing under your contract:

____ Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 9/4/2023.

____ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

We are requesting a price modification. A price list/catalog will be submitted by 08/03/22. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract extension until it has been reviewed and a Contract Modification through a pricing update/product addition has been issued. Current contract pricing will remain in effect until this process is complete.

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
McCarthy Building Companies, Inc
6225 N. 24th Street, Suite 200
Phoenix, AZ 85016

Remit to: McCarthy Building Companies, Inc
Accounts Receivable
6225 N. 24th Street, Suite 200
Phoenix, AZ 85016

Member Contact: Eric Fields
Contract Administrator: Sammy Koch
Phone Number: 602-819-4375
Fax Number: 480-449-4747

Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:



If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Modification of Contract (Contract Extension)

(Page 3 of 3)

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

JOC projects require a team that understands the unique challenges of working in operational facilities and on active campuses. At McCarthy, our teams provide solutions for these challenges in a safe manner, with the highest levels of security, and flawless execution. We deliver certainty as a self-perform builder that understands how to complete complex projects with fast schedules, and we have ample resources to respond to your needs while providing an exceptional client experience along the way. We have been honored to be a part of the Mohave Cooperative for the past 4 years and look forward to continuing to provide services to its members.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at kristy@mesc.org or phone 928-718-3221.

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Go Back

For more information on how to use our keyword search, visit our help guide

- Any Words *i*
- All Words *i*
- Exact Phrase *i*

- Classification ▼
- Excluded Individual ▼
- Excluded Entity ^

Entity Name


Mccarthy Building ×
Companies, Inc.
Unique Entity ID:
GZH9ED5FL2V3

Unique Entity ID

CAGE / NCAGE

- Federal Organizations ▼
- Exclusion Type ▼
- Exclusion Program ▼
- Location ▼

Dates ▼

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Extensions & Amendments

19F-MBC2-0904 McCarthy Building Companies, Inc.

19F-MBC2-0904 Contract Extension Effective 9/4/2020	2
19F-MBC2-0904 Contract Extension Effective 9/4/2021	5
19F-MBC2-0904 Contract Extension Effective 9/4/2022	23
19F-MBC2-0904 Contract Amendments	29

Mohave Contract Extension periods are for one year following the effective date, unless noted otherwise.

Click section title to be taken directly to that section.

4/5/18 EH

Modification of Contract (Contract Extension)

(Page 2 of 3)

Requested Pricing Modifications

We list your contract as utilizing Coefficient applied to UPD, Open Book, % Off Trade Service and Hourly Professional Services. Please confirm the following regarding pricing under your contract:

Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 9/4/2021.

Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

We are requesting a price modification. A price list/catalog will be submitted by _____. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract extension until it has been reviewed and a Contract Modification through a pricing update/product addition has been issued. Current contract pricing will remain in effect until this process is complete.

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
McCarthy Building Companies, Inc
6225 N. 24th Street, Suite 200
Phoenix, AZ 85016

Remit to: McCarthy Building Companies, Inc
Accounts Receivable
6225 N. 24th Street, Suite 200
Phoenix, AZ 85016

Member Contact: Eric Fields
Contract Administrator: Sammy Koch
Phone Number: 602-819-4375
Fax Number: 480-449-4747

Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:



If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.



7/26/2021

**Modification of Contract
(Contract Extension)
(Page 1 of 3)**

Sammy Koch
McCarthy Building Companies, Inc
6225 N. 24th Street, Suite 200
Phoenix, AZ 85016

RE: Contract # 19F-MBC2-0904 modification of contract through an extension of contract is made by, and between, McCarthy Building Companies, Inc and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave requests to extend contract 19F-MBC2-0904 for a period of one (1) year, beginning 9/4/2021. The extension shall be under the same terms and conditions contained therein.

Provide your agreement to extend by completing the appropriate information below and on the following pages. If the contract is extended, McCarthy Building Companies, Inc agrees to provide products or prices as per 19F-0808.

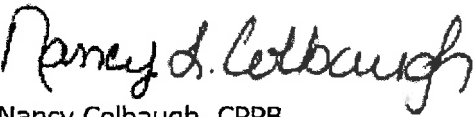
By signing this Modification of Contract, you hereby certify to the best of your knowledge and belief that your firm complies with Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11

We agree to **modify** and **extend** the contract as specified above, abiding by the current terms and conditions, and any attached clarifications.

Signature  Title Director

Typed/Printed Name Eric Fields Date 8/10/2021

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.


Nancy Colbaugh, CPPB
Contracts Manager
Mohave Educational Services Cooperative, Inc.
625 East Beale Street | Kingman, AZ 86401
Phone 928-718-3228 | Fax 928-718-3232

If all pages of this notice are not received at Mohave's Kingman office on, or before, 9/4/2021, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or 928-718-3232.

To terminate the contract effective 9/4/2021, email or fax a notice of your request to cancel the contract to contracts@mesc.org or 928-718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 9/4/2021 may result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Modification of Contract (Contract Extension)

(Page 3 of 3)

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

JOC projects require a team that understands the unique challenges of working in operational facilities and on active campuses. At McCarthy, our teams provide solutions for these challenges in a safe manner, with the highest levels of security, and flawless execution. We deliver certainty as a self-perform builder that understands how to complete complex projects with fast schedules, and we have ample resources to respond to your needs while providing an exceptional client experience along the way. We have been honored to be a part of the Mohave Cooperative for the past 4 years and look forward to continuing to provide services to its members.

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- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at kristy@mesc.org or phone 928-718-3221.

Purpose of Registration

All Awards

Physical Address

**12851 Manchester RD
Saint Louis, Missouri
63131-1802, United States**

Mailing Address

**12851 Manchester RD
Saint Louis, Missouri
63131-1802, United States**

*The DUNS number is currently the official Unique Entity ID

Version

Current Record

BUSINESS INFORMATION

Doing Business As

McCarthy

URL

<http://www.mccarthy.com/>

State / Country of Incorporation

Missouri, United States

Division Name

(blank)

Division Number

(blank)

Congressional District

Missouri 02

Registration Dates

Activation Date

Mar 26, 2021

Submission Date

Mar 9, 2021

Yes

ENTITY TYPES

Business Types

Entity Structure

Other

Organization Factors

Subchapter S Corporation

Entity Type

Business or Organization

Profit Structure

For Profit Organization

FINANCIAL INFORMATION

Accepts Credit Card Payments

No

Debt Subject To Offset ([What is this?](#))

No

Account Details

EFT Indicator

0000

CAGE Code

3ES54

POINTS OF CONTACT

Electronic Business



Jonathan Boland

**12851 Manchester Road
St. Louis, Missouri 63131
United States**

Government Business



19F-MBC2-0904

Contract Amendments



9/16/2021

Mohave Contract
19F-MBC-0904

McCarthy Building Companies, Inc.
Via Email

Agreement to Modify/Amend the Terms and Conditions of the Existing Contract

In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with Federal Education Department General Administration Regulations (EDGAR) requirements and 2 CFR § 200.216 and/or 2 CFR § 200.471, Mohave is modifying/amending its existing contracts. Please review, initial next to the requirement, sign at the bottom of the contract modification/amendment and return to Mohave no later than September 24, 2021.

Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment: Offeror agrees that it will not provide equipment, services or systems that do not comply with 2 CFR § 200.216 and/or 2 CFR § 200.471.

Sk

Initial Agreement as the Authorized Representative of the Contract Vendor.

Failure to sign and return amendment by the close of business on September 24, 2021, may result in your contract being placed on hold or canceled.

Modification/Amendment takes effective September 27, 2021.

Sammy Koch

Sammy Koch
McCarthy Building Companies, Inc.

Dated 9/23/21

Anita S. McInere

Dated: September 16, 2021
Anita McLemore, Executive Director
Mohave Educational Services Cooperative, Inc.



19F-MBC2-0904 Table of Contents

McCarthy Building Companies, Inc.

Response to RFP 19F-0808

Tab 1A - Signed Offer & Acceptance Form and Confidential/Proprietary Submittal	2
(See document 5. 19FMBC20904 Award Documentation.)	
Tab 1B - Amendments	No Amendments were issued for this RFP.
Tab 1C - General Terms & Conditions and Standard Terms & Conditions for Construction	4
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Tab 2A - Method of Approach	59
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Tab 2C - Past Performance and Management Plans	76
Tab 2D - Certificate of Insurance	Please call Mohave for information.
Tab 2E - Financial Information	All financial information is kept confidential and has been removed.
Tab 3A - Price Proposals	See document 7. 19FMBC20904 Pricing Summary.
Tab 4A - Supporting Contract Documents, Support and Maintenance Information	188
Tab 4B - Sample Supplemental or End-User Agreements	191
Tab 4C - Extended Warranty or Maintenance Service Plan Information	192
Tab 5 - Additional Information	Please call Mohave for information.

Click section title to be taken directly to that section.

**Technical Proposal - Scope of Work
(Place after Tab 1e)**

If a contract vendor is eligible to respond to multiple divisions, only one response shall be submitted for this RFP. However, the contract vendor shall provide information relating to each division, combined or separate for the following: specifications, qualifications in the technical proposal, pricing co-efficient and pricing information.

Mohave currently has two JOC contracts (14G-0808) for general contracting. Activity under the contracts from 9/3/14 including year to date activity is \$13,290,710.

Mohave currently has one JOC contract (14G-0808) for Division 23. Activity under the contracts from 9/3/14 including year to date activity is \$87,796,050.

Mohave currently has one non-JOC contract (14T-1205) for plumbing services. Activity under the contracts from 1/15/15 including year to date activity is \$1,127,440.

Mohave currently has one non-JOC contract (18P-0130) for electrical services. Activity under the contracts from 2/13/19 including year to date activity is \$0. Pervious contracts (13V-0124) activity from 3/7/14 to 3/7/19 was \$1,376,101.

2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Request for Proposals Issued	July 8, 2019
Deadline for Questions	August 1, 2019 at 5:00 p.m. (local AZ time)
RFP Due Date and Time	August 8, 2019 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Proposals	August 8, 2019 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (<i>estimated date only</i>)	September 1, 2019 NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) (<i>estimated date only</i>)	September 4, 2019

3. SUBMISSION OF PROPOSALS

- 3.1.** Proposals should provide straightforward, concise information that satisfies the requirements. Expensive bindings and/or color displays are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.
- 3.2.** The offeror must submit a proposal following information detailed in the *Instructions to Offeror and Checklist Form*.
- 3.3.** A proposal submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after specified due date and time.

Technical Proposal - Specifications
(Place after Tab 1e)

SPECIFICATIONS

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must notify Mohave prior to specified proposal due date and time.

Brand names: Brand names that appear without the trademark or service mark remain the property of their respective owners.

Minimum specifications: The standard of quality and performance indicated in the specifications and scope of work or services shall be understood as the minimum requirements only. Unless otherwise indicated in the specifications or drawings, all work shall be done in accordance with the specifications and recommendations of the manufacturer of the product to be installed.

Compliance with specifications: Offerors shall offer products, materials, processes, or services they believe come closest to meeting specifications. The fact that a manufacturer, supplier or offeror chooses not to produce or provide product, material, process, or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive.

Deviations from specifications: Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed specifications. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations shall be listed by specification number on the *Scope of Work and Specifications Acceptance Form*.

Specifications	Comply	Deviate*
1.1 Job Order Contracting - General Specifications		
1.1.01 Contract vendor shall provide all labor, materials, equipment, services and all required bonds necessary to complete each project according to the scope of work developed with the member.	X	
1.1.02 All work shall be accomplished in accordance with the material and equipment manufacturer's instructions. Contract vendor shall supervise all work, use qualified personnel, and require personnel to be familiar with safety procedures, equipment operation, and manufacturer's installation requirements.	X	
1.1.03 If contract vendor prepares drawings, the member shall approve drawings prior to contract vendor starting any work.	X	
1.1.04 Contract vendor's work responsibility shall include all planning, programming, administration, and management necessary to provide all services, and related construction services as applicable, as specified in the job order. Contract vendor shall perform the work in strict accordance with the contract and all current applicable federal, state and local laws, and codes.	X	
1.1.05 Contract vendor shall provide related services such as preparing and submitting required reports, performing administrative work, and submitting necessary information as specified under this contract and within individual job orders.	X	
1.1.06 Contract vendor shall ensure that all work meets or exceeds critical reliability rates or tolerances specified or included in applicable documents.	X	
1.1.07 Contract vendor shall ensure all work areas that may pose a hazard are adequately identified and secured at all times.	X	

**Technical Proposal - Specifications
(Place after Tab 1e)**

<p>1.2.14 If like items cannot be found in the UPB, contract vendor shall obtain three written quotes for a non-pre-priced item and submit the quotes to Mohave. Mohave shall determine the most appropriate quote to use for adding the item to the approved contract pricing. If three quotes cannot reasonably be obtained for a non-pre-priced item, contract vendor shall explain why they were unable to obtain additional price quotes.</p>	X	
<p>1.2.15 Upon approval from Mohave, the non-pre-priced item shall become part of the contract pricing and available for any job order. Contract vendor shall not provide a new item unless and until Mohave approves it.</p>	X	
<p>1.2.16 A coefficient to be applied to the cost of non-pre-priced items shall be provided.</p>	X	
<p>1.2.17 Coefficients shall be provided for normal business hours (Monday – Friday, 7 a.m. – 5 p.m.) and “other” hours (after hours, weekends, and holidays). “Other” hours shall only be worked with prior approval from the member.</p>	X	
<p>1.2.18 Coefficients shall be extended no more than two decimal places.</p>	X	
<p>1.2.19 Coefficients shall include all costs associated with performing the work contained in the UPB. Such costs include, but are not limited to: the direct cost of doing the work; labor; overhead; general and administrative; profit; project office expenses; mobilization; close-out costs; insurance; compliance with current applicable federal, state and local laws and codes; protective clothing and equipment; traffic and work site barriers; computer systems and software; vehicles, maintenance and fuel; incidental costs and all contingencies connected to performing the work. No additional payment will be allowed for these items.</p>	X	
<p>1.2.20 Offeror shall specify in the proposal what additional types of costs are included in the coefficients.</p>	X	
<p>1.2.21 UPB Division 1 sections before 54, Construction Aids, are excluded from the contract except as specified below. Such items shall be included in coefficients. Member may approve specific exceptions caused by unusual and unforeseen circumstances.</p>	X	
<p>1.2.22 The following UPB Division 1 items are allowed, when the specified work is required or authorized by the member: 01 21 53.50-0010 through 1750 01 45 23.50-0010 through 9000 01 51 13.80-0010 through 0700</p>	X	
<p>1.2.23 Labor, equipment and material prices shall be adjusted in accordance with the prices in each new edition of the UPB. Adjustments will be to the UPB only. No adjustment will be applied to cost items comprising the coefficient. No upward adjustment shall apply to job orders awarded prior to effective date of the adjustment, regardless of the date of commencement of work.</p>	X	
<p>1.2.24 All prices in the UPB are for completed-in-place construction unless explicitly described otherwise. Waste or excess material quantities are incidental costs, which are included within the coefficient unless explicitly stated otherwise. Quantities used on individual job order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste.</p>	X	

**Technical Proposal - Specifications
(Place after Tab 1e)**

1.4.03	Quarterly archived electrical price guide (<i>Trade Service: eData Flex Pricing Service</i>) shall be required under an awarded contract. Archived pricing shall be made available upon the release of quarterly updates from <i>Trade Service</i> . Mohave shall set the schedule for allowable quarterly and yearly updates.	X	
1.4.04	Contract vendor shall supply discounts, multipliers, and/or any references used to determine Mohave pricing for the <i>Trade Service</i> price guide.	X	
1.4.05	Installation/maintenance services using <i>Trade Service eData Flex Pricing Service</i> pricing for products shall include all costs for installation on member quotations.	X	
1.4.06	Contract vendor shall provide the member with an itemized project cost prior to starting any job order. At a minimum, the project cost shall include: Date of Quote Number of Units Item Number Item Description Item/Unit Cost Labor Rate Labor Hours Total Line Cost Line Items Subtotal Grand Total	X	
1.4.07	Contract vendor may offer product only sales to members. Unit costs shall be based on <i>Trade Service</i> price guide.	X	
1.5 Specifications for the Work			
1.5.01	All work shall be performed in accordance with the attached specifications, as applicable to the awarded divisions.	X	
1.5.02	Contract vendor may recommend alternate specifications or additional specifications for work to be performed under a job order. Any alternate specification offered shall comply with all current applicable federal, state and local laws, and codes.	X	
1.5.03	Contract vendor shall obtain written approval from member prior to using any alternate specification for any work to be performed under the contract.	X	
1.5.04	Prior to starting any work, contract vendor shall notify member of any specification that is in conflict with current applicable federal, state and local laws and codes, and offer an alternate solution that is in compliance.	X	
1.5.05	When any aspect of a project is not covered by a specification or building code, the minimum standard for good and workmanlike construction shall be performed in accordance with the current National Electrical Contractors Association's standards for Good Workmanship in Electrical Construction .	X	
1.5.06	No products that contain asbestos fibers shall be used.	X	
1.5.07	Where practicable, all work shall be accomplished in a manner to match existing work in the same area or on the same elevation. Contract vendor shall not make adjustments to or alter in any manner member's existing facilities without prior written approval from member.	X	
1.5.08	Upon completion of the work, worksite shall be clean and free from debris.	X	
1.6 Services			
1.6.01	Upon request from member, contract vendor shall obtain the permits required for a job order. Contract vendor shall only be allowed to invoice for the actual cost of the permit. No amount for overhead and profit shall be allowed on permit costs.	X	

**Technical Proposal - Scope of Work and
Specifications Acceptance Form
(Place after Tab 1e)**

Signature on page 2 certifies complete acceptance of the Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work and Specifications:

- We take no exceptions/deviations to the Scope of Work and Specifications.**

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed Scope of Work and Specifications. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)

1D SPECIAL TERMS AND CONDITIONS

Technical Proposal – Special Terms and Conditions (Place after Tab 1d)

Some Special Terms and Conditions specify placement of information in tabs other than Tab 1d as noted in the title above. Pay close attention to placement information (identified in bold text) as indicated in select Special Terms and Conditions.

1. **BID BONDS AND BONDING CAPACITY**

- 1.1. **Bid Bond:** Offeror shall provide an original bid bond or alternate bid security in the amount of **\$100,000. Place after Tab 1f.** Note: Bid security as a percentage of the bid value (e.g. – 10% of contract award) is not acceptable.
- 1.2. **Bonding Capacity:** The required minimum single job bonding capacity for this contract shall be \$1,000,000. Bidder shall provide a letter from your bonding agency describing your current bonding capacity, as follows:
 - Your single job bonding capacity.
 - Your aggregate bonding capacity.
 - An agent of your licensed bonding agency shall sign the letter.

If the original letter is not signed and/or has conflicting information, it shall render your technical proposal nonresponsive. **Place letter from bonding agency after Tab 1f.**

2. **DELIVERY**

- 2.1. **Default in one installment to constitute total breach:** Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.
- 2.2. **Defective goods:** Contract vendor agrees to arrange and pay for return shipment of goods that arrive in a defective or non-operable condition.
- 2.3. **Delivery time:** Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.
- 2.4. **Improper delivery:** If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
- 2.5. **Restocking fees:** A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Restocking and return shipping charges shall be identified in the price workbook.

3. **FORM OF CONTRACT**

- 3.1. **Contract vendor contract documents:** If a firm submitting an offer requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the proposal.

If awarded a contract, any additional contract vendor's documents shall not become part of Mohave's contract unless, and until, an authorized representative of Mohave reviews and approves them.

Contract vendor agrees to provide Mohave a copy of any agreements that are revised during the term of an awarded contract, prior to having the member sign the agreement.
- 3.2. **Design and engineering services:** This is not a contract for design or engineering services. Upon request from member, and if included in the awarded contract, contract vendor shall provide design services related to the job order. Such services are only allowable as part of an executed JOC purchase order, for performing services within the specifications and scope of work.
- 3.3. **Form of contract:** The form of contract for this solicitation shall be the Request For Proposal, the awarded proposal(s), the Request for Qualifications (RFQ), and properly issued member purchase orders referencing the requirements of the Request For Proposal.

CONFIDENTIAL

Technical Proposal – Special Terms and Conditions
(Place after Tab 1d)

6. MAINTENANCE FACILITIES AND SUPPORT

It is preferred that each contract vendor should have maintenance facilities and a maintenance support system available for servicing products throughout Arizona, or the regions specified in their offer. Maintenance facilities shall have sufficient parts inventory to provide quality service on products sold to members. Trained and qualified technicians shall be available to cover all parts of the state, or specific regions within the state for regional offers. It is preferred that maintenance services are available within 24 hours. If a third party is used to provide maintenance or warranty work, offeror shall include details of any such arrangement in the proposal.

7. MANUFACTURER SUPPORT

Offerors submitting proposals as a manufacturer's representative must be able, if requested by Mohave, to supplement the proposal with a letter from the manufacturer certifying that offeror is a bona fide dealer for the equipment offered, and that offeror is authorized to submit a proposal on such equipment.

8. MEMBER AGREEMENTS

Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. Contract vendor and member must agree to all provisions in any additional agreements. If agreement requirements result in additional costs to the contract vendor, the contract vendor shall be entitled to direct reimbursement for these costs, in addition and separately to approved contract pricing. A copy of the additional member agreement shall accompany the member's purchase order.

9. OFFEROR QUALIFICATIONS

It is preferred that the offeror has extensive knowledge and at least three (3) years experience with the provision, installation and maintenance of the equipment and Job Order Contracting services offered. Mohave reserves the right to accept or reject newly-formed companies based solely on information provided in the proposal and/or its own investigation of the company.

10. PRICING

10.1. Administration fee: Mohave's 1% administration fee shall be included in offeror's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

10.2. Application of pricing: In Mohave's purchase order review process, the date of a valid contract vendor's quote or the date Mohave receives a member purchase order will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

10.3. Basis for pricing: Contract pricing under this RFP shall be based upon:

1. Coefficient applied to a UPB; or
2. Open Book Pricing; or
3. Discount applied to *Trade Service* price guides; or
4. A combination of the above.

10.4. Coefficients: A coefficient will be applied to the UPB. The coefficient is the multiplier (e.g., .95) that is applied to all UPB prices to determine the member's contract price. Several coefficients may apply to the UPB. Coefficients shall be extended no more than two (2) decimal places.

10.5. Coefficients, quarterly updates: Quarterly updates to the CCI shall be required under an awarded contract. Mohave shall set the schedule for allowable quarterly CCI updates.

10.6. Decimal places: Pricing shall use a maximum of two (2) decimal places.

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10.13. Trade Service The successful contract vendor shall reimburse Mohave the current subscription rate for a *Trade Service eDataFlex* pricing to facilitate eligible procurement agencies in placing orders. Contract vendor agrees to maintain their own subscriptions to *Trade Service eDataFlex* pricing to quote products under an awarded contract. The data contained in the *Trade Service eDataFlex* will be used to archive historical pricing information for Mohave staff to confirm pricing and perform audits under an awarded contract. Mohave will attempt to spread the costs for the *Trade Service eDataFlex* pricing between all contract vendors awarded a contract. Mohave shall invoice the contract vendor accordingly based on the number of awarded contracts using *Trade Service*. Travel/drive rates and/or mobilization may only be used with projects priced using *Trade Service* and labor. Mobilization charges shall not be allowed with UPB or Open Book Pricing methodologies.

10.14. Unit price book: Offeror shall provide the name and date of the unit price book to which the coefficient will be applied. Submission of outdated unit price books may result in rejection of the proposal.

10.15. Unit price book copies: The successful contract vendor shall be responsible for providing UPB pricing for Mohave’s use. Mohave may require multiple copies of the UPB. Mohave will attempt to spread the costs for the UPB pricing between all contract vendors awarded a contract by purchasing the required pricing and invoicing the vendor, based on the modules used by each vendor.

11. SITE REQUIREMENTS

11.1. Cleanup: Contract vendor shall clean up and remove all debris resulting from their work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and unobstructed condition.

11.2. Contract vendor employee fingerprinting: Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with ARS §15-512(H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee as determined by the member.

An exception to this requirement may be authorized in member’s Governing Board policy, for persons who, *“as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils.”*

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

11.3. Onsite Contract Vendor Responsibilities: The contract vendor is responsible for ensuring that all onsite work performed under this contract meets or exceeds the current OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member’s responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed, and the operation shall not resume until authorized by the member’s responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

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12.5. Subcontractor payment: Contract vendor agrees to pay subcontractors within seven days after receipt of payment from member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest received. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

12.6. Selection Process for Subcontractors: Contract vendor shall select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone.

12.7. Use of subcontractors: If the contract vendor subcontracts or intends to subcontract part or all of the work under a job order:

The contract vendor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the contract vendor to do all or part of the work under one or more job orders.

Provide a copy of the descriptions of all standard individual tasks and a copy of the applicable current standard unit prices on which the subcontractor is invited to bid.

13. TERM OF CONTRACT AND EXTENSION

13.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified product, material, process, or services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension (contract modification) exists unless and until contract vendor is so notified by Mohave.

13.2. Contract extension (contract modification): Conditions for contract extension (contract modification) may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract. Mohave shall prepare a performance report for all contracts prior to issuing any extension (contract modification). This performance report shall use past performance information gathered by your assigned Contract Specialist. Past performance information shall be used when determining whether a contract receives an extension (contract modification).

13.3. Month-to-month extensions (contract modification): Mohave reserves the right to offer month-to-month extensions (contract modification), if that is determined to be in the best interests of members.

14. TRADE-IN EQUIPMENT

Member and contract vendor shall determine values placed on trade-in products. The value of trade-in shall not affect the amount of administration fee paid to Mohave. Trade-in equipment shall be dismantled and removed at contract vendor's expense. The condition of trade-in equipment at the time it is turned over to contract vendor shall be the same as when the original agreement was made, except for normal wear and tear from use between the time of the offer and trade-in.

15. WARRANTY/QUALITY GUARANTEE

15.1. Extended warranties contracts: The contract vendor or a manufacturer may offer extended warranties available at extra cost for members that agree to a maintenance contract. The extended warranty contract shall be offered as a separate line item. Upon request, training must be offered by the contract vendor for the maintenance staff of the member and will be arranged before installation as part of the purchase contract. This training shall be priced per contract pricing.

Technical Proposal – Special Terms and Conditions Acceptance Form
(Place after Tab 1d)

Signature on Page 2 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions:

We take no exceptions/deviations to the Special Terms and Conditions.

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)

A copy of suspension or debarment letter is not applicable.



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3.5. Cancellation for non-performance or contract vendor deficiency: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract
- Failing to provide required performance bonds;
- Performing work or providing services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

3.6. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation, if a new solicitation has been issued and a contract has been awarded to the same contract vendor for similar products, materials, processes and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to delay or replace the contract rests solely with Mohave.

3.7. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal (contract modification). Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

3.8. Continuation of performance: Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

3.9. Gratuities: Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Officers, employees and agents are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from contractors or parties of subcontractors under an awarded contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples as requested in the solicitation and provided to Mohave for demonstration or evaluation are not considered gratuities.

4. CAPTIONS, HEADINGS AND ILLUSTRATIONS

The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

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6. CONFIDENTIAL INFORMATION

6.1. Confidential information request: If offeror believes that its proposal contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and notify the offeror of their determination in writing whether the information shall be withheld or disclosed. Requests to deem the entire proposal as confidential will not be considered.

6.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

6.3. Public record: All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award of all multiple contracts, with the exception of information deemed confidential by Mohave.

7. CONFIRMATION

If an apparent mistake in a proposal, relevant to the award determination is discovered after opening and before award, Mohave shall contact the offeror for written confirmation of the proposal. If offeror fails to act, the offeror shall be considered non-responsive.

Mohave may contact an offeror to confirm our understanding of the proposal. Such contact shall be prior to award. Mohave shall obtain written confirmation from the offeror and shall retain the confirmation in the procurement file. Correction of mistakes in a proposal shall only be allowed as described in Arizona procurement rules and code.

8. CONTRACT MANAGEMENT

8.1. Applicable law: The contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

8.2. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

8.3. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

8.4. Assignment: Contract vendor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.

8.5. Contract claims or controversies: The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

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11.10. Multiple award: To assure that our contracts meet the requirements of all members, Mohave may award up to five contracts to individual firms receiving the highest number of points, for General Contracting and similar job-order-contracting construction services within specialty Division 22, Plumbing; Division 23, Heating, Ventilation and Air Conditioning; or Division 26, Electrical. Each of the multiple contracts will be awarded to a separate person/firm. Offeror should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

Mohave is stating that three specialty contracting divisions will be considered beyond general contracting. Of these possible twenty contracts no more than five contracts will be awarded per division for multiple contracts for similar job order contracting construction services to separate persons/firms.

A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria.

11.11. Non-exclusive contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

11.12. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

11.13. Price workbook: All offerors shall submit their price proposal in paper, and in an electronic format. Provide a CD, USB, or similar electronic media device with the completed price proposal in your response. ***Place within your separately submitted price proposal.***

If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

11.14. Pricing extension errors: In case of error in extension of prices in the proposal, unit prices shall govern.

11.15. Reasonably susceptible of being awarded: A proposal is acceptable if it is determined to be reasonably susceptible of being awarded a contract in accordance with the evaluation criteria and a comparison and ranking of original proposals. Proposals to be considered reasonably susceptible of being awarded a contract shall, at a minimum, demonstrate the following:

- Affirmative compliance with mandatory requirements designated in this solicitation.
- An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
- That the proposal is technically acceptable as submitted.

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The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Offerors for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Offerors, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370, General Conditions of the Contract for Construction
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (<http://www.hud.gov>).

12.5. Compliance with workforce requirements: Pursuant to ARS §41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS §23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." [To register for E-Verify, go to: <https://e-verify.uscis.gov/enroll/startpage.aspx>.]

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

12.6. Contract vendor employee work eligibility: By entering into the contract, contract vendor warrants compliance with ARS §41-4401, ARS §23-214, the Federal Immigration and Nationality Act (FINA), and all other current federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

12.7. Davis-Bacon wage decisions: For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via www.wdol.gov or by requesting a copy from the member.

12.8. Energy Policy and Conservation Act: Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (i) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act.

12.9. Non-compliance: All federally assisted contracts with members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

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- Offeror shall disclose all discounts, rebates, allowances and incentives received by the offeror from its suppliers. If the offeror receives a discount, rebate, allowance, or incentive from any supplier, the offeror shall disclose and return to the SFA, (if applicable), the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The offeror shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit according to 7 CFR 210.21(f)(1)(iv).
- Offeror shall agree no expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement failing to meet the requirements of the requirements for prohibited expenditures or as required in 7 CFR §210.21 or 7 CFR §210.21(f)(2).

13. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God (e.g. fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

14. INDEMNIFICATION

14.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence. Contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

14.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to members who have not modified their equipment or software.

14.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

19.3 Contract vendor contacts

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19.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

19.4. Open order and status reports: Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.

19.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such order must be in the possession of Mohave within a reasonable amount of time. Acceptance of such orders shall be at the sole discretion of Mohave.

19.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

19.7. Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

20. PAYMENT

20.1. Contacting member about payment: Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

20.2. Contract vendor invoice: All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only. Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), permits).

20.3. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice.

20.4. Correct invoicing: Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

20.5. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager within five (5) days if member(s) are placed on credit hold.

20.6. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

CONFIDENTIAL

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21.4. Proposal forms: The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed proposals shall not be considered. ***Each offeror shall submit separately a technical and a price proposal.*** When applying the scoring method, the committee will separately evaluate the technical and price proposals. The technical proposal will be evaluated and scored before opening the price proposal. To be considered responsive, the offeror's entire proposal must reasonably and substantially conform to all the terms and conditions in the solicitation.

Technical and price proposals:

Technical proposal consists of: the offer and acceptance form; instructions to offeror and checklist form; scope of work and specification documents with exceptions/deviations noted; *scope of work and specifications acceptance form*; Method of Approach; Qualification and Experience; primary vendor information; Supporting contract documents; bid bond/alternate security; special terms and conditions; *special terms and conditions acceptance form*; general terms and conditions; standard terms and conditions for construction; *general terms and conditions and standard terms and conditions for construction acceptance form*; amendments (if any); single job and aggregate bonding capacity; certificate of insurance; company financials; past performance and management plans; sample supplemental agreements; and any additional required information.

Price proposal consists of (submitted in a sealed package from the technical proposal): all pricing related to the work/services to be provided under an awarded contract, and pricing methodologies.

22. PROPOSAL OPENING

Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

23. PROSPECTIVE BIDDERS REGISTRATION

Any offeror submitting a perfunctory proposal with no serious intent of being accepted may be removed from Mohave's prospective bidders list. Any vendor not responding to two (2) consecutive Requests for Proposal for similar procurements may be removed from the prospective bidders list. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the Prospective Bidders Registration.

24. PROTESTS

Protests shall be filed with Anita McLemore, C.P.M., the Executive Director (the District Representative), and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 (<https://www.azleg.gov/arstitle>) and State Board Rules R7-2-1001 through R7-2-1196 (<http://azsos.gov/rules/arizona-administrative-code>). *A protest must be in writing and must be filed with the Executive Director at 625 E. Beale Street, Kingman, Arizona, 86401.* Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. A protest filed on the tenth day must be received by 5:00 p.m., local Arizona time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

- The name, address and telephone number of the interested party;
- The signature of the interested party or the interested party's representative;
- Identification of the solicitation by contract number;

**Technical Proposal – General Terms and Conditions
(Place after Tab 1c)**

29.4. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

29.5. Transaction Privilege Tax (Sales Tax): Members may be liable for Arizona Transaction Privilege Taxes, which may include state, county and city taxes. Contract vendor is responsible for charging taxes correctly.

29.6. Taxes on construction: Contract vendors for construction-related projects must follow the latest tax requirements as described in current Arizona Administrative Code and Department of Revenue transaction privilege tax procedures.

30. TIME (DEFINITION OF)

Periods of time, stated as a number of days, shall be in calendar days, not business days.

**Technical Proposal – Standard Terms and Conditions for Construction
(Place after Tab 1c)**

- 3.4. Construction contract requirement:** In any contract between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. In any contract between the member and the contract vendor, the scope of work shall include all specifications, drawings, and other official documents. All applicable codes around which the contract is made shall be included, as will any technical specifications and general conditions. The contract vendor shall acquire and pay for all permits and approvals from local, county, state and federal offices needed to accomplish the work. Contract vendor shall be entitled to direct reimbursement for the cost of such permits.
- 3.5. Form of construction contracts:** A contract between the member and the contract vendor for construction shall be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201 as a guide.
- 3.6. Member representative:** All formal contact between the contract vendor and/or contract vendor's personnel and the member shall be processed through the member representative. The member shall designate the member representative at the time of purchase.
- 3.7. Terms of acceptance:** Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the member to assume control before the completion, this shall be defined. Both parties shall agree on the definition of what constitutes final acceptance. Upon completion of the project, the worksite shall be left in a condition equal to or better than before the project.
- 3.8. Void provisions:** A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. (ARS §15-213, §34-227, and §41-2583)
- 3.9. Work performed by the member:** Work to be performed by the member must be clearly described and agreed upon prior to project start up.

4. CONSTRUCTION SCHEDULE

- 4.1. Schedule adjustment:** The member retains the right to extend the schedule of work or to suspend the work, and to direct the contract vendor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases shall be invoiced per approved contract pricing as allowed in the agreement.
- 4.2. Schedule requirement:** A schedule for performance of work that can be met without planned overtime is the responsibility of the contract vendor.
- 4.3. Work crew size:** The cost for each project shall include all costs of all necessary trained personnel to complete the project on, or before, the completion date(s) set forth in the contract. The member shall not incur additional expense for upsized crews, nor overtime costs, which might be necessary for the contract vendor to complete the project on schedule.

5. COORDINATION

- 5.1. Conflict with member activities:** The contract vendor and member shall coordinate activities so as to avoid conflicts. The contract vendor shall make every reasonable effort not to interrupt scheduled member activities with work under the contract. The contract vendor shall notify the member of any construction work that may negatively impact scheduled member activities.
- 5.2. Coordination with other vendors:** The contract vendor shall coordinate with other contractors.
- 5.3. Interruption of other work:** The contract vendor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

**Technical Proposal – Standard Terms and Conditions for Construction
(Place after Tab 1c)**

10. LITIGATION FOR NONPAYMENT OR NONPERFORMANCE

All litigation for nonpayment or nonperformance shall be filed as allowed in R7-2-1103 (F), and in ARS title 34 or 41 as applicable.

11. MEMBER COSTS

Temporary electrical service and the cost for power, the cost for water, and other member costs shall be identified in writing and agreed upon.

12. PERFORMANCE AND PAYMENT BONDS

12.1. Issuing performance and payment bonds: It shall be the sole responsibility of the member to determine if any applicable performance and payment bonding requirements apply to the procurement under an awarded contract. Member must request that the contract vendor provide the performance and payment bonds that meets the requirements prior to project implementation.

The contract vendor shall supply Mohave with a copy of the procured bonds upon request. If the contract vendor fails to deliver any required performance or payment bonds requested by the member, the contract with Mohave may be cancelled.

12.2. Payment bond requirement: An irrevocable payment bond shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the contract vendor for the performance of the work provided in the contract.

12.3. Performance bond requirement: An irrevocable performance bond shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor by a surety company authorized to do business in Arizona. The performance bond and payment bond for each job order shall cover the full amount of the project under the job order, and shall not include coverage of any amounts for design services, preconstruction services, finance services, maintenance services, operations services or other related services included in the job order. (The contract shall be available for use by any or all Mohave members. There is not an initial estimate of the amount of construction that will be done under the contract by the members. Therefore, the amount of performance and payment bonds must be based upon the amount of each job order.)

13. PROGRESS PAYMENTS

13.1. Progress Payments on Construction: R7-2-1105 and ARS §34-609 and §41-2577 allows for progress payments if the contract vendor agrees to adhere to ARS §34-609(B)(D)(F) and 41-2577(B)(D)(F) and as applicable in ARS §34-221. All progress payments must be invoiced to the member; it is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the offeror that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A) and ARS §34-609(B)(2) and §41-2577(A). In such cases, the offeror agrees to hold Mohave harmless for any deficiency of payment.

Progress payments may be made to the contract vendor on the basis of a duly certified and approved estimate of work performed during the preceding month. The contract vendor must agree to pay any subcontractors or material suppliers within seven days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties.

19F-0808

Technical Proposal – Standard Terms and Conditions for Construction
(Place after Tab 1c)

16.5. Public building rules, regulations and codes: Construction work on public buildings shall be in compliance with the state fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building, plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. "Public Building" means a building or appurtenance to a building that is built in whole or in part with public monies (see ARS §34-461).

17. RETENTION

Retention shall not be allowed for any progress payments made under this contract.

18. RULES, REGULATIONS AND CODES

18.1. Certification of personnel regarding renovations, repair, and painting: Personnel performing renovations, repair, and painting activities that disturb lead-based paint in target housing and child-occupied facilities constructed before 1978, shall comply with Part II, Environmental Protection Agency, 40 CFR Part 745, Lead; Renovation, Repair, and Painting program; Lead Hazard Information Pamphlet (<http://www.epa.gov/>).

18.2. Compliance: All work will be accomplished in conformance to current applicable OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contract vendor must inform the member of the situation. The contract vendor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

18.3. Hazard notification: Contract vendor must advise member whenever work is expected to be hazardous.

18.4. Liens/serial numbers: All materials shall be free of liens. Proposals must be for equipment on which the original manufacturer's serial number has not been altered in any way.

19. SURETY COMPANIES

Surety companies issuing bid bonds, performance bonds and/or payment bonds under this contract must be licensed by the Arizona Department of Insurance. Evidence of such license will be the name of the surety company as found in the license search database provided by the Arizona Department of Insurance (www.insurance.az.gov).

20. WORKSITE

20.1. Site access: The member shall provide an all-weather road to the site and prepare the site with room for construction equipment.

20.2. Site conditions: The condition of the site before start up shall be agreed upon between the member and the contract vendor and shall be written into the contract.



Travelers
940 West Port Plaza
Suite 450
Maryland Heights, MO 63146
(314)579-8316

July 23, 2019

Mohave Educational Services Cooperative, Inc.
Attn: Contracts Dept.
625 East Beale Street
Kingman, AZ 86401

**RE: Request for Proposal 19F-0808
Job Order Contracting for Various Construction Trades**

To Whom It May Concern:

McCarthy Building Companies, Inc.'s (McCarthy) bonds are written through a co-surety arrangement with Travelers Casualty and Surety Company of America and Federal Insurance Company.

Travelers Casualty and Surety Company of America (NAIC #: 31194), a member of the Travelers Companies, has an A.M. Best Rating of A++ XV and has a Treasury Limit of \$2,304,434,000. Federal Insurance Company (NAIC #: 2028) is a member of the Chubb Group of Companies, which carries an A.M. Best Rating of A++ XV and a Treasury Limit of \$1,821,777,000. Their surety relationship is forty-two years with Federal and twenty-two years with Travelers.

Travelers Casualty and Surety Company of America and Federal Insurance Company have participated on bonds for McCarthy Building Companies, Inc. in excess of \$750,000,000 for a single project. Total work program support provided to McCarthy is in excess of \$6 billion and McCarthy currently has well over \$1 billion available in unused bonded capacity. This more than supports the specified performance and payment bonds in the amount of 100% of the captioned project(s) at the time of award.

Should the captioned project(s) be awarded to and accepted by McCarthy, it is our intent to provide the required Performance and Payment bonds on its behalf. Our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents, bond forms, confirmation of financing and our ongoing review of the operational and financial capacity of McCarthy.

We are pleased to share with you our favorable experience and high regard for McCarthy. This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between McCarthy Building Companies, Inc., Travelers Casualty and Surety Company of America and Federal Insurance Company.

Travelers Casualty and Surety Company of America and Federal Insurance Company are admitted surety companies in all fifty states.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
FEDERAL INSURANCE COMPANY

BY: 

Sandra M. Winsted, Attorney-in-Fact

Agent Contact Information:

J. Brian McTaggart, Account Executive, Surety
Aon Risk Solutions, Construction Services Group
200 East Randolph Street, Suite 1200
Chicago, Illinois 60601
t +1.312.381.4587
brian.mctaggart@aon.com| aon.com

ACKNOWLEDGEMENT BY SURETY

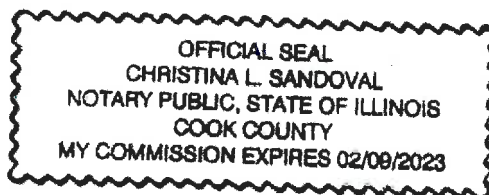
STATE OF ILLINOIS
COUNTY OF COOK

On this 23rd day of July, 2019, before me, Christina L. Sandoval, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and Federal Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook



**Anti-Lobbying Certification Form
(Place after Tab 1g)**

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

In accordance with the Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, CFR § 200.450 and Federal Acquisition Regulation 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

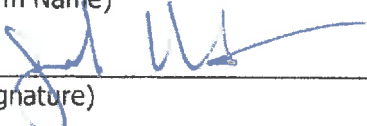
(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer in accordance with its instructions; and
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontract awards at all tiers and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S. Code § 1352. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

McCarthy Building Companies, Inc.

(Firm Name)



(Signature)

Justin Kelton

(Print Name)

Regional President

(Print Title)

8/08/2019

(Date Certified)

UNITED STATES DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

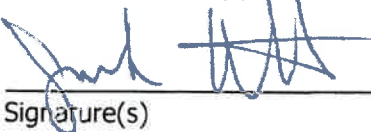
According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two (RFP Page 21) Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

McCarthy Building Companies, Inc. 19F-0808
Organization Name PR/Award Number or Project Name

Justin Kelton, Regional President
Name(s) and Title(s) of Authorized Representative(s)

 8/08/2019
Signature(s) Date

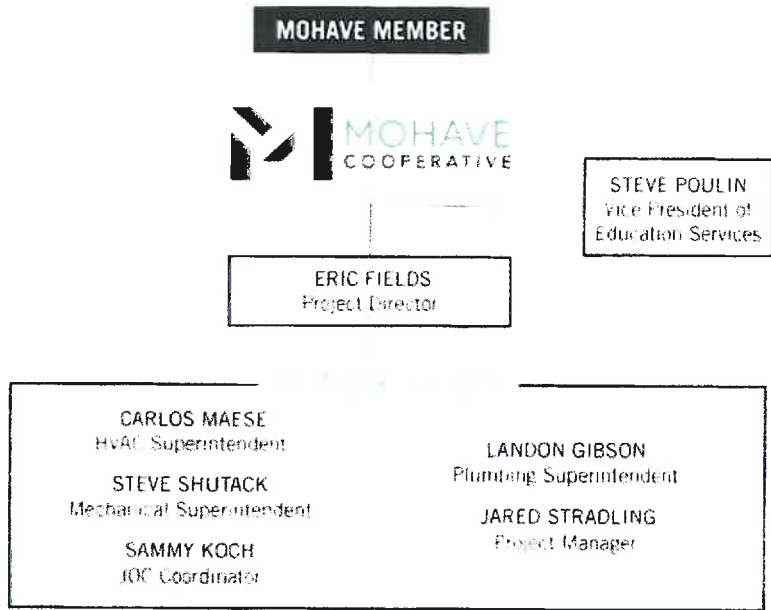
The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

2A METHOD OF APPROACH

1. OFFEROR SHALL PROVIDE A PROJECT PLAN THAT DESCRIBES HOW THE OFFEROR INTENDS TO IMPLEMENT THE PLAN. THIS PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO:

a. A description of the project plan, including but not limited to: description of sales contact process, account team support, and periodic account review processes.

Eric Fields and Sammy Koch will be your main point of contact for roles that include, but are not limited to description of sales contact process, account team support, and periodic account review processes.



Eric Fields and Sammy Koch will be your main points of contact for all items associated with this contract and are immediately available. Our team ensures that communication flows smoothly between all parties, and will work closely with Mohave personnel to ensure processes and procedures are maintained. **In most cases, our response is immediate, but we guarantee a response within 24 hours.** Communication with our team is painless as we are all equipped with smart phones and computers to ensure fast and open lines of communications at all times.

McCarthy brings more value to Mohave's members at no cost with our added value team and their services. These shared resources bring knowledge and best practices to our onsite staff - eliminating learning curves and providing expertise in each of their functions.



KEVIN MAAS
Safety Director



TINA MALCOMSON
Quality Director



AMBER ENGLISH
Scheduler



FERNANDO RIVAS
VDC BIM Mgr.



DAVE REINHARDT
MEP Engineer



LARISSA TAVELLI
Sr. Marketing Mgr.

4. INDICATE IF YOUR PROPOSAL IS REGIONAL OR STATEWIDE

McCarthy is submitting statewide.

IF YOU ARE PROVIDING A REGIONAL OR COUNTY SPECIFIC OFFER, THAT OFFER SHALL COVER ALL MEMBERS WITHIN THAT REGION OR COUNTY.

McCarthy is submitting statewide.

REGARDLESS IF YOUR FIRM IS PROVIDING STATEWIDE OR REGIONAL COUNTY SERVICES COMPLETE THE CHART BELOW TO INCLUDE THE FOLLOWING

- 1. For the past three years, what percent of your Arizona members (or you estimate you will have) geographical area identified below?
- 2. Based upon the regional map on Page 18, indicate which regions, or specific counties within a region, that you will provide services under an awarded contract.
- 3. If you are awarded a contract with Mohave, which areas of the state will your sales force target?

Region	Counties	a: Percentage of Business	b: Regions You Will Provide Services In	c: Regions Sales Force Will Target
1	Mohave	0%	YES	YES
2	Coconino	6%	YES	YES
3	Yavapai	11%	YES	YES
4	Navajo and Apache	0%	YES	YES
5	Maricopa, Pinal and Gila	60%	YES	YES
6	La Paz, Yuma	16%	YES	YES
7	Pima, Santa Cruz, Cochise, Graham and Greenlee	7%	YES	YES

2B QUALIFICATIONS AND EXPERIENCE

1. PREPARE A SUMMARY OF YOUR FIRM, EXPLAINING THE QUALIFICATIONS AND EXPERIENCE NECESSARY TO PROVIDE THE SERVICES IN THIS SOLICITATION AS FOLLOWS:

1.1 IDENTIFY THE SERVICES YOU CAN PROVIDE FOR THIS PROJECT.

We are submitting our statement of qualifications for Mechanical Services and can provide the following services: mechanical, plumbing, and HVAC.

1.2 IDENTIFY THE QUALIFICATIONS, TRAINING, AND EXPERIENCE OF YOUR PERSONNEL THAT QUALIFY YOU TO PROVIDE THE SERVICES YOU ARE OFFERING AND YOUR FIRM'S EXPERIENCE PROVIDING THESE SERVICES.

McCarthy was founded in 1864 and has been providing construction services for over 155 years. The Southwest Region office in Phoenix, Arizona has been locally operated since 1978. Our Education Services Group offers expertise from years of working with Arizona school districts. We have nurtured close relationships with the best design partners and subcontractors who also specialize in education buildings. McCarthy's difference starts by being a self-perform builder - we are not just brokers of subcontractors. We take a hands on approach to every aspect of your project from preconstruction through completion. We have a deep understanding of the trades, what true costs are, realistic schedules, and quality you can depend on.

1.3 PROVIDE THE IDENTIFICATION OF ANY BUSINESS RECENTLY PURCHASED OR OPERATED UNDER ANY OTHER BUSINESS NAMES IN THE PAST FIVE (5) YEARS OF A BUSINESS RELATED BUSINESS.

McCarthy has not recently purchased an established business or operated under any other business names. We have been a local Arizona builder for the past 41 years, and are deeply dedicated to the communities we serve.


2. IDENTIFY ANY PAST OR PENDING LITIGATION OR MEDIATION INVOLVING PRODUCTS OR SERVICES YOUR FIRM HAS PROVIDED WITHIN THE LAST FIVE (5) YEARS.

McCarthy's Education Services team has not had any litigation or mediation in the last five years.

PROVIDE COPY OF CURRENT OF ALL ARIZONA CONTRACTOR S LICENSES HELD BY YOUR COMPANY


- General Commercial Contractors, Class B-01, 080911
- General Engineering, Class A, 080910
- Residential General Building Contractor, Class B, 133580
- Air Conditioning & Refrigeration, Class CR-39, 138400
- Plumbing, Class C-37, 251222
- Arizona Department of Gaming, State ID # 94663

LICENSE EFFECTIVE THROUGH 10/31/2018
 STATE OF ARIZONA
 Registrar of Contractors CERTIFIES THAT
 Mc Carthy Building Companies Inc




CONTRACTORS LICENSE NO 80911 CLASS B-1
 General Commercial Contractor

THIS CARD MUST BE PRESENTED UPON DEMAND




JEFF FLEETHAM DIRECTOR

LICENSE EFFECTIVE THROUGH 9/30/2020
 STATE OF ARIZONA
 Registrar of Contractors CERTIFIES THAT
 Mc Carthy Building Companies Inc




CONTRACTORS LICENSE NO ROC 138400 CLASS CR-39
 Specialty Dual
 Air Conditioning & Refrigeration

THIS CARD MUST BE PRESENTED UPON DEMAND




JEFF FLEETHAM DIRECTOR

LICENSE EFFECTIVE THROUGH 10/31/2019
 STATE OF ARIZONA
 Registrar of Contractors CERTIFIES THAT
 Mc Carthy Building Companies Inc




CONTRACTORS LICENSE NO 80910 CLASS A
 General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND



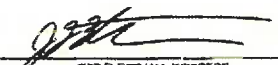
JEFF FLEETHAM DIRECTOR

LICENSE EFFECTIVE THROUGH 12/31/2020
 STATE OF ARIZONA
 Registrar of Contractors CERTIFIES THAT
 Mc Carthy Building Companies Inc



CONTRACTORS LICENSE NO ROC 251222 CLASS C-37
 Specialty Commercial
 Plumbing

THIS CARD MUST BE PRESENTED UPON DEMAND



JEFF FLEETHAM, DIRECTOR

LICENSE EFFECTIVE THROUGH 04/30/2020
 STATE OF ARIZONA
 Registrar of Contractors CERTIFIES THAT
 Mc Carthy Building Companies Inc



CONTRACTORS LICENSE NO 133580 CLASS B
 General Residential Contractor

THIS CARD MUST BE PRESENTED UPON DEMAND




JEFF FLEETHAM DIRECTOR

ARIZONA DEPARTMENT OF GAMING
 STATE OF ARIZONA
 McCarthy Building Companies, Inc
 President/Authorized Signatory

Arizona Tribal Gaming Compact and their Agency

DATE OF ISSUE: 04/20/2020 DATE OF EXPIRATION: 04/20/2022

Q7 The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8 Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9 Is the survey information you have provided related to Job Order Contracting Services being provided in this solicitation?

Yes

Q10 If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Respondent skipped this question

Q11 Do you have any other comments, questions, or concerns?

McCarthy has been great to work with on our JOC projects. On about 15 projects, they have been on time and on budget. As soon as any issues arise, they proactive communicate the issue and solutions.

Q7 The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8 Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9 Is the survey information you have provided related to Job Order Contracting Services being provided in this solicitation?

Yes

Q10 If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Respondent skipped this question

Q11 Do you have any other comments, questions, or concerns?

Great company to work with.

Q7 The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8 Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9 Is the survey information you have provided related to Job Order Contracting Services being provided in this solicitation?

Yes

Q10 If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Respondent skipped this question

Q11 Do you have any other comments, questions, or concerns?

Our district has worked with McCarthy on many projects and we have always been 100% satisfied with their job performance and professionalism.

Q7 The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8 Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9 Is the survey information you have provided related to Job Order Contracting Services being provided in this solicitation?

Yes

Q10 If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Respondent skipped this question

Q11 Do you have any other comments, questions, or concerns?

McCarthy has consistently provided quality workmanship, on-time completion of projects, and with in budget. McCarthy does a superior job of communicating progress/delays. so they are no surprises. We definitely use them again for future projects!

Q7 The ability of the firm to follow your rules, regulations and requirements:

(no label) 9

Q8 Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label) 9

Q9 Is the survey information you have provided related to Job Order Contracting Services being provided in this solicitation? Yes

Q10 If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for. Respondent skipped this question

Q11 Do you have any other comments, questions, or concerns?

I have been very pleased with McCarthy's work. I have used them on two projects and although there are issues from time to time (as with any contractor), they are responsive and provide a high quality product.

PROVIDE A DESCRIPTION OF YOUR EXPERIENCE WORKING ON SCHOOL DISTRICT OR OTHER GOVERNMENTAL PROJECTS, WORKING ON MULTIPLE PROJECTS SIMULTANEOUSLY AND WORKING THROUGHOUT THE STATE. INCLUDE ANY SPECIALIZED PROJECTS, SUCH AS AIRPORTS THAT REQUIRE PROVEN EXPERIENCE, TRAINING, KNOWLEDGE AND/OR CERTIFICATIONS.

McCarthy is the #1 Education Builder in the Southwest. According to Southwest Engineering News Record 2018, we have completed over 141 K-12 projects to date within Arizona. Our team offers expertise from years of working with school districts around the state. Our JOC team typically has **5 or more projects in progress at any given time.** We are no strangers to working throughout the state having performed work at more than 40 different locations.

We have extensive experience building tough challenging projects throughout the State. **Example projects are Phoenix Sky Harbor Sky Train, Ocotillo Water Treatment Facility, and 7 hospitals for Banner Health.** McCarthy is the "Solutions Contractor" helping successfully deliver challenging projects to your Members.



Phoenix Sky Harbor Sky Train



Banner Health - Boswell



Ocotillo Water Treatment Facility

5) PROVIDE A CONTRACT MANAGEMENT PLAN

Provide a statement of your plan for performing and managing the work.

Our approach to Mohave's JOC program will be dynamic focusing on partnering and communication from start to finish on every project. Our team will respond quickly to member's requests and will present thorough and accurate proposals and preliminary schedules for their review. Full time McCarthy supervisors will be present on every project to oversee safety, quality, and efficiency, while maintaining and updating the project schedule. Regularly scheduled productivity and site meetings will be conducted to keep members apprised of all activities throughout the project. Close out documents will be provided immediately following substantial completion, and our warranty department will work closely with the members through the warranty period. **Your McCarthy JOC team will be a true partner for both Mohave and your members from start to finish.**

Project director Eric Fields will ensure preconstruction and construction phases of ALL projects progress smoothly to a successful completion. Project manager Jared Strading will support Eric during the construction phase. Project superintendents Carlos Maese, Landon Gibson, and Steve Shutack will be on-site 100% of the time overseeing construction. Our project managers maintain lean, cost effective projects by executing master subcontracts, managing site logistics, and procuring materials and equipment - saving the Mohave members time and money.



How many employees do you have in Arizona?

McCarthy has a total of **411 salaried employees and 796+ craft workers located in Arizona.**

How do you plan to ensure safety of all employees on all projects?

In most cases, our response is immediate, but we guarantee a response within 24 hours. Communication with our team is painless as we are all equipped with smart phones and computers to ensure fast and open lines of communications at all times. Once we receive notification of a potential project, the project manager notes the time of the initial request and logs it into our pursuit calendar for tracking.

7) DESCRIBE YOUR QUALITY MANAGEMENT PLAN.

a. How do you establish and maintain the project quality objectives?

At McCarthy, we plan our work and work our plan. Our JOC team will conduct a "Pre-project Planning & Performance" meeting for every job to review the goals, schedule, quality, and member expectations for that project. Then, a performance plan is developed and executed to achieve the project objectives as expected by the customer. Throughout the term of the project, Fields and the team will regularly review the plan to ensure the project is on target with meeting all objectives. At the end of the project, a customer performance survey will be submitted to collect customer input on our performance and identify areas of improvement. Each survey is reviewed, documented, and incorporated into the program manual for reference on all future projects.



b. How do you control the work to ensure quality?

Exceptional quality only happens when there is a plan in place. McCarthy's Quality Director Tina Malcomson will work with the project team to develop the Site Specific Quality Plan (SSQP), customizing it for each project. Utilizing McCarthy's KnowledgeBuilder, a national database of quality management information, we refine the SSQP for your project and identify specific products, equipment, and assemblies applicable to what we are about to build. **A key element of the SSQP is a detailed inspection program to ensure the work put in place meets the established quality goals, and we achieve this with full time site supervision, daily quality reviews, pre-punch job walks, and quality and warranty audits prior to substantial completion. We take pride in our work and strive to deliver a "zero punch-list" product on every job.**



c. How do you stay on schedule?

McCarthy utilizes Primavera P6 for project scheduling and provides a schedule for every project. During construction we maintain a three week "look ahead schedule" that focuses closely on each item of the schedule to help ensure detail planning and a proactive approach. Our JOC team leader pays close attention to every JOC project and schedule, and facilitates any need for more resources, or added manpower in the event of any impacts to the schedule.



Our plan selects subcontractors based on qualifications alone or a combination of qualifications and price and conforms to A.R.S. §41-2578. We qualify subcontracts based on:

- Safety record
- Expertise for specific work category
- Relevant project experience
- Workload analysis on projected dates
- Manpower/schedule adherence
- Financial strength/ability to bond
- Experience of key personnel
- Past performance record

McCarthy has a long history of building relationships with subcontractors in all areas of the state and will continue to engage local subcontractors on all projects. We will utilize on every project: customer referrals, local job fairs, local recruiters, and the local chamber of commerce to attract new local partners to join our team.

McCarthy has built long-term relationships with qualified subcontractors that have been pre-qualified based on their safety record, past performance record, reputation for quality, claim history, solvency, and bonding capacity. We continually source subcontractors and vendors from previous relationships, customer referrals, job boards, local job fairs, and ongoing recruitment to get them pre-qualified and added to our subcontractor/vendor list, where we solicit 3-5 subcontractors/vendors for the scope. Please see subcontractors that we frequently partner with on JOC projects on the following page.

We start with a Site Specific Quality Plan to use as a road map for successful completion. **Our full-time, onsite Superintendent then verifies the subcontractor's quality on a daily basis to ensure the job is done right the first time.** We employ the latest technology to monitor and control quality such as iPads and specialized programs, allowing us to provide real time updates to all stakeholders.

Our philosophy is to identify and settle claims and controversies early by ensuring open lines of communication and getting early buy-in from each subcontractor prior to construction. **Through careful scope review and preconstruction page turn meetings, tasks and expectations are discussed and planned prior to construction,** mitigating the risk of claims and controversies during the construction phase. We will utilize our resolution tree philosophy to address any controversies that arise during the project and will work closely with our subcontractor partners to ensure their success and the success of every project.

9) DESCRIBE YOUR SAFETY PLAN

Provide a copy of the most recent experience rating report from the insurance company that shows the Experience Modification Rate (EMR) for the past three (3) years. The letter should include the insurance company's name and contact information, and be signed by the insurance company.

The letter from our insurance company showing EMR from the past three years has been provided below.

If your EMR is greater than 1, what actions are you taking to lower it?

McCarthy's EMR rate has never been greater than 1.



Arch Insurance Company

311 South Wacker Drive
Suite 3700
Chicago, IL 60606

T 312 601 8400
F 312 601 8492

archinsurance.com

July 31, 2019

Mohave Educational Services Cooperative, Inc
Attn: Contracts Dept
625 East Beale Street
Kingman, AZ 86401

**RE: McCarthy Building Companies, Inc. NCCI Risk ID #910664166
19F-0808 - Various Construction Trades**

To Whom It May Concern,

McCarthy Building Companies, Inc. has the following history of credit Workers Compensation experience modifications (EMRs) that reflect their significantly better than average countrywide loss history and their exemplary countrywide safety and accident prevention programs that promote and emphasize occupational safety

Year	NCCI
4/1/2019	.47
4/1/2018	.51
4/1/2017	.59
4/1/2016	.60

Aon Risk Solutions manages the casualty insurance needs for McCarthy Building Companies, Inc. If you have any questions or require additional information, please contact me at (312) 601-8473 or Sue Schwartz, Director, Aon Construction Services Group at (314) 719-5161

Sincerely,

Sheryl Johnson
Arch Insurance Group – Underwriting Assistant

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- 4 Identify, with input from Safety Director, problem projects and work activities Working with the Project Director, develop and implement corrective action.

Project Director

The Project Director shall monitor the Project's implementation with McCarthy's Safety Guidelines. The Director shall,

- 1 Visit the Project on a periodic basis, review safety efforts, and provide written reports, as applicable
- 2 Support the Project Supervision regarding safety awareness and/or safety related issues
- 3 Review Subcontractors' safety efforts
- 4 Support and assist the Division and Corporate Safety Directors in their recommendations and the overall implementation of the Safety Guidelines.
- 5 Encourage a proactive safety awareness attitude on the Project.

Division Safety Director

It is preferred that this position have a Certified Safety Professional, CSP, accreditation, or in the process of obtaining same. A person in this position should have completed the LMS curriculum assigned to the Division Safety Manager position.

1 General Responsibilities

The Division Safety Director will be a resource for the Project Safety Coordinator and will help focus on specific risks and problems, as well as to motivate the Project Supervision. The Division Safety Director shall develop working relationships with Project Superintendents and other Staff Members; provide necessary safety related information and material, as well as communicate with the Corporate Safety Department.

Safety Training

The Division Safety Director shall coordinate and oversee the following training.

- a. OSHA and other Regulatory Agencies
- b. First Aid/CPR
- c. Supervisory and Operator Crane Training
- d. Orientation Training
- e. Executive Safety Guideline Training
- f. New Employee Training Program (NET)

3 Participate in Pre-Jobsite Safety Planning (See Section 2)

4 Project Site Inspections

All Projects are to be visited by the Division Safety Director a minimum of once a quarter. All Projects on which McCarthy is performing work with our own forces shall be visited monthly by either the Division Safety Director or the Project Director. All Project Site visits shall be followed up with a written report (See Section 2). Any exceptions to the above must be approved by the Division President and the Corporate Safety Director.

Project Site Compliance Reporting

The Division Safety Director shall monitor the following

- a. Assured Grounding (See Section 2)
- b. Monthly Inspection Reports (Section 2)
- c. Tool Box Safety Reports (See Section 4)
- d. Any Division Specific Requirements (See Division Specific Section)

6 Miscellaneous Communications to Field

7 The Division Safety Director shall distribute and coordinate the following communications.

- a. OSHA Form 300 (See Section 5)
- b. Recent OSHA Events, Relevant Citations, and Findings
- c. Monthly Update to the Field (including new information and reminders)
- d. Project Site Safety Packets
- e. Corporate Communications
- f. Other Division Specific Items (i.e., Seminars, Training, etc.)

8. Coordinate The Use of Governmental Consulting Services, if applicable

9. Coordinate The Insurance Company Visits, if applicable

10 Manage Division Safety Incentive Programs, if applicable. (See Section 6)

Review of Claims/Accidents

Third Party Liability Claims

- i. Collect accident reports and related information from the Project Staff and forward such information to the Corporate Claim Manager within 24 hours. The Corporate Claim Manager will coordinate with the Corporate Legal Department.
- ii. Assist the Corporate Claim Manager and Corporate Legal Department in resolution of such claims, as required

Worker's Compensation Claims

- i. Monitor the proper execution and distribution of required reporting. (Refer to Section 5).
- ii. Assist the Worker's Compensation Carrier, Corporate Claim Manager, Corporate Safety Director, and Corporate Legal Department in the management and resolution of claims.
- iii. Review any relevant reports, such as loss runs, and prepare additional summary reports to track such claims, as appropriate.
- iv. Supervise the recording and analysis of information on injuries, damage, and production loss. Assess accident trends and review overall safety performance.
- v. Coordinate Back to Work Programs with Corporate Claim Manager, Corporate Safety Department, Project Staffs and

Assistant Project Safety Manager

A person in this position should have completed the LMS curriculum assigned to the Project Safety Coordinator position.

Project Safety Coordinator

The Project Safety Coordinator shall be responsible for overall administration of the Safety Guidelines on the Project. This is typically an entry level position usually assigned to a single project. The size and type of project this position would be assigned to are dependent on the individual's experience and the project's complexity. The Project Safety Coordinator shall be involved with the following.

1. Monitor safety efforts of all Subcontractors and McCarthy Employees.
2. Oversee the issuance of the Employee Accident Prevention Manual (EAPM) and other Division specific information to all new McCarthy Employees.
3. Conduct/coordinate Project Safety "Tool Box" Meetings with all McCarthy Employees on a weekly basis. (See Section 4).
4. Discuss safety with the on-site Subcontractors' Supervisory Personnel.
5. Coordinate with Project Supervision so that necessary personal protective equipment and safety materials are utilized.
6. Record and forward copies of all safety related meetings, inspections, correspondence, directives, citations, etc. to the Division Safety Director.
7. Coordinate responses and compliance with requirements of inspection reports from McCarthy's insurance company. A written response shall be made to all insurance company inspection reports containing recommendations.
8. Conduct Project Safety and Health Inspections (See Section 2) not less than once each month.
9. Review all accident reports and coordinate corrective measures with other Project Staff.
10. Coordinate the indoctrination of McCarthy Employees prior to starting work, which shall consist of construction safety rules, wearing of personal protective equipment, and repair or replacement of said equipment, emergency procedures, parking, etc. Any unusual conditions or construction methods should be reviewed prior to the start of the applicable operation. (See Section 4).
11. Post all required safety documents and literature. (Refer to Bulletin Board Requirements, Section 2)
12. Monitor protection of the general public by minimizing construction hazards.
13. Monitor maintenance of adequate first aid supplies on the Project.

Employee

Each Employee shall comply with safety and health standards, rules, regulations, and orders as applicable to their conduct. Additionally, each Employee shall comply with McCarthy's Safety Guidelines and applicable rules.

Report to appropriate Project Supervision any unsafe conditions and/or actions.

1.04 Office Environment Safety Guidelines

General Rules

1. Report all incidents (injuries, non-injury, and automobile) to your supervisor immediately, no matter how minor.
2. Standard rules of the road apply in parking lot areas. Traffic arrows and lanes are to be observed at all times. Do not take shortcuts through parking areas and be cautious of pedestrian traffic.
3. Walk – don't run.
4. Horseplay, fighting, possession of firearms, possession or use of alcohol or unauthorized drugs is prohibited. Immediate termination for violation of any of the above may result.
5. Correct or immediately report all unsafe conditions and equipment to your supervisor.
6. Safety is the responsibility of **all employees**.
7. Managers and supervisors are **responsible and accountable** for the workplace health and safety of those under their direction, including **subcontractors and visitors**.

Housekeeping

1. Floor should be kept clear of tools, papers, binders, etc.
2. Keep walkways clear. Maintain clear access to all work areas.
3. Keep cords lying flat and clear of doorways and walkways. Extension cords and cables shall be placed around the work area, secured properly, or underneath walkways to prevent tripping hazards.
4. Desk drawers shall remain closed unless in use.
5. Replace or repair damaged equipment.

Walkways

This training area should be used for onsite orientations and training. It needs to have a television monitor, VHS and DVD. It should include ample seating and tables to conduct training.

02 - Reports & Communication

2.01 Monthly Loss Control Reports

Accurate and timely statistical information is essential to an effective Safety Program. McCarthy's Corporate Safety Department is responsible for compiling, analyzing and disseminating comprehensive statistical reports on a monthly basis.

Monthly Loss Control Reports will be prepared by the Corporate Safety Department on the 15th of the month for the previous month. These Reports will be a comprehensive loss report for all McCarthy Divisions, and will be distributed as appropriate. All information included in these Monthly Reports will be taken directly from information that was submitted by the various Divisions, as well as pertinent statistics on a national level.

2.02 Required Project Reporting to the Division Safety Director

The items listed below are to be submitted as performed to the Division Safety Director to track compliance. In turn, these compliance items will be submitted to the Corporate Safety Director for reporting to the Chairman of the Board, Division Presidents and Project Directors on a quarterly basis.

1. Copies of all Weekly "Tool Box Talk" Meetings held for all Project Site McCarthy Employees. (See Section 04.02 and Tool Box Talk Manual).
2. Project Health and Safety Reports. (See Section 02.06)
3. Assured Grounding Program Log and Equipment Failure Reports. (See Section 02.11)
4. A copy of the OSHA 300 Log is to be submitted after each quarter for incident rate tracking. (See Section 05.06)
5. A complete First Report of Injury and Supplementary Report of Accident, along with the Accident Investigation should be forwarded immediately. (See Section 05.01)
6. Record and forward copies of all safety related meetings, inspections, correspondence, directives, citations, etc., immediately.
7. Subcontractor Incident Rate Calculation Sheet. (See Section 02.14)

2.03 Required Divisional Reporting to the Corporate Safety Department

It is imperative that statistics be compiled and benchmarks established, therefore, the following information will be used for that purpose. This information will be summarized by the Division Safety Director by Project and transmitted to the Corporate Safety Director, who will compile the information by Division and forward to the Chairman, Division Presidents, Operations Vice Presidents, and Project Directors on a quarterly basis.

1. A summary, by Project, sent quarterly, reporting compliance on:
 - a. Weekly Tool Box Talks. (See Section 04.02)
 - b. Project Safety and Health Report. (See Section 02.06)
 - c. Assured Grounding Program Log. (See Section 02.11)
 - d. Insurance Inspection dates.
 - e. Project Director Safety Review dates.
 - f. Division Safety Director Review dates.
 - g. OSHA and other Regulatory Agencies' citations and final monetary penalties.
2. A copy of all First Reports of Injury with attached Supplementary Report of Accident submitted upon receipt. (See Section 05.01).
3. Copies of all Division Safety Director's Project Site Visit Reports, as performed.
4. OSHA and other Regulatory Agencies' citations immediately upon receipt.
5. Accident Reports as received. (See Section 05.01).
6. Monthly updates to the Project Sites, as distributed. (See Section 01.01).
7. Pre-Job Site Planning Checklist. (See Section 02.05).
8. Divisional Projects Incident Rate Calculation Sheet (See Section 02.14)

2.04 Builder's Risk Job Site Loss Prevention

The Builder's Risk Job Site Loss Prevention Questionnaire has been designed, with the assistance of the Builder's Risk Carrier, to serve as a Checklist for the start up of all new Projects. This Checklist shall be completed by the Project Staff at Project start up, and shall be reviewed by the Project Manager for items requiring additional attention. It shall be reviewed with the Division Safety Director during the Pre-Job Site Safety Planning Session. (See Section 02.05).

The Project Manager, assisted by the Project Safety Officer, shall establish the required emergency programs and coordinate them with McCarthy Employees, Subcontractors and associated contractual parties in order to coordinate an appropriate and quick response should an emergency occur. (See Section 05.04)

2.05 Pre-Job Site Planning Checklist

9 ASSURED GROUNDING PROGRAM LOG

- a Date inspected
- b Item (include serial number if available)
- c Result of test (pass/fail)
- d New code (color) placed on item
- e. Name of person conducting test

10 Log Forms

- a. Will be sent out prior to test date
- b. Must be returned to Division Safety Director immediately after test
- c Copy kept on file on site

All defective items shall be marked with white tape and taken out of service.

2.12 Crane Inspection Reports

This Section applies to McCarthy owned, leased or McCarthy operated equipment

OSHA and other Regulatory Agencies require that periodic inspections of all cranes be made by a Competent Person. Refer to the attached Crane Inspection Checklists (Weekly Tower Crane Inspection Checklist, Monthly Crawler Crane Safety Inspection, Monthly Mobile Crane Inspection, and Daily Crawler/Mobile Crane Inspection Log) These Checklists are to be used as a guide, additional items may need to be checked depending upon individual job requirements, and a copy should be kept in the crane and in the Project Site files

In addition to crane inspections, the crane operator shall on a daily basis inspect sheaves, rigging hardware, etc. These daily inspections on crawler and mobile cranes can be documented on the Daily Crawler/Mobile Crane Inspection Log. Every morning, the operator should inspect and check the box that corresponds to the day of the month and initial at the bottom. Keep this list in the crane for the entire month, replace with new and file the old. In addition to the periodic inspections mentioned above, an annual inspection is required. These are to be kept on file as well. If the crane is being leased/rented from an outside vendor, a copy of the latest annual inspection shall be requested and kept on file.

2.13 Job Site Housekeeping Plan and Verification

The importance of good housekeeping should be evident. It will eliminate some jobsite hazards that cause injuries and help get the job done in a safe and productive manner. In fact, 15% of all McCarthy injuries in 1999 were the result of poor housekeeping. Effective housekeeping is an ongoing operation, not a hit-and-miss cleanup done occasionally. Actually, periodic cleanups are costly and an ineffective means of accident prevention. Financially speaking, cleanup will cost money either way it's performed – ongoing or last minute. If we do it on a daily basis, our productivity will be increased, and we will have a safe place for our people to work. Remember: A clean job is a safe job, which becomes a profitable job.

1. COMPLETION OF THE HOUSEKEEPING FORMS

- 2 When a new Project is being started, and the Project Staff has been selected and is on site, the Staff should complete the Job Site Housekeeping Plan.
- 3 During the Project, at least monthly, the Housekeeping Verification Checklist should be completed.

In addition to the Project Staff completing this Plan, the Division Safety Director shall visit the Project, answer any questions they may have on the Plan, and evaluate all housekeeping related items.

2.14 Total Project Supervised Labor Incident Rate Reporting

The Total Project Supervised Labor Incident Rate Reporting Program was developed to aid McCarthy in identifying McCarthy's progress in providing a safe work environment for all tradespeople on every project McCarthy is managing.

Owners are interested in total project safety solutions and the expertise McCarthy can bring to their project.

1. COMPLETION OF SUBCONTRACTOR INCIDENT RATE CALCULATION SHEET

Each project is required to submit to its divisional safety department a monthly and year to date summary from each contractor listing their hours, as well as their recordable and lost time injuries.

Refer to the Contractor Incident Rate Calculation Sheet (at the bottom of the sheet) for complete instructions. The summary sheets should be transmitted to the divisional safety department no later than the 7th of each month.

2. COMPLETION OF DIVISIONAL PROJECTS INCIDENT RATE CALCULATION SHEET

The divisional safety department shall take the totals line from the Contractor Incident Rate Calculation Sheet and paste it into the Divisional Project Incident Rate Calculation Sheet for the month and year to date. This report shall be sent to the corporate safety department by the 15th of the month.

3. COMPLETION OF THE CORPORATE TOTAL PROJECT SUPERVISED LABOR INCIDENT RATE STATISTICS

The corporate safety department will compile the Divisional Project Incident Rate Sheets and prepare the Corporate Total Project Supervised Labor Incident Rate Statistics Report to be forwarded to the Executive Committee, Division Presidents, Vice Presidents of Operations and division management.

4. ANNUAL SUBCONTRACT IMPROVEMENT PROGRAM

In January, each project will solicit the incident rate figure from the subcontractors working on their project for the previous year. This is the incident rate for their entire operation, not just the McCarthy project. This information will be forwarded to the Divisional Safety Director who will in turn work with the Corporate Safety Director to determine the "subcontractor injuries avoided" factor.

3.04 Subcontractor Safety Program Compliance Checklist

After a subcontractor has been awarded a contract and before they start work on the project several important safety related compliance items must be confirmed

The Subcontractor Safety Program Compliance Checklist (Exhibit 3 04A)(MCC) (MCI) should be used by the project staff to identify and obtain the safety related items as required by McCarthy's Subcontract Agreement and as required by OSHA.

All applicable information must be received before the subcontractor begins working on the project

Certain items may be needed prior to the Subcontractor Kickoff Meeting; this should be explained to the contractor in advance

04 - Training

4.01 Employee Safety Training & Orientation

- 1 McCarthy Project Staff Member Training
 - a. All Project Managers, Project Superintendents and Project Engineers are to be trained in the following subjects and according to the corresponding time frames.
 - i. OSHA 10-Hour Training (every 5 years)
 - ii. First Aid Training (every 3 years)
 - iii. Supervisory Crane Training (every 2 years) See Section 6 05 Cranes and Hoisting

Additional training such as fall protection or Earthwork Competent Person training may be required in each Division. The Division Safety Director is to maintain a record of safety training, monitor the record to determine those who need training, and establish periodic training programs within the Division

- b. Foremen are to be trained and maintain certification in OSHA 10-Hour Training. Additional training for Foremen in other areas will be established on an individual basis depending upon need and availability. The Division Safety Director is to include Foremen Training in the Division training records.
- 2 McCARTHY PROJECT TRADESPEOPLE TRAINING
 - a. All McCarthy Project employees, including Trades people, are to be trained in safety through the New Hire Safety Orientation training (See Item III. Below.). Subsequent training will be accomplished on a weekly basis through the presentation of Toolbox Talks. Additional training will be provided as needed, including instances where an Employee is required to perform a new task, when unusual safety issues arise, and when an Employee is subject to a new risk of injury.
 - b. All Project Staff Members, including the Project Manager, Project Superintendent, Project Engineer, and all Foremen will attend all Weekly Toolbox Talks. The Project Manager will lead at least one (1) Toolbox Talk per month. Toolbox Talks may include the use of prepared topic sheets. However, Toolbox Talk presentations must be relevant to the activities that are being performed on the Project Site, and should not be mere recitations of "canned" topics. Daily, less formal, Toolbox Talks may be required on a Crew-by-Crew basis when the risk of danger to worker safety is particularly high on a Project Site.

3 McCARTHY NEW HIRE SAFETY ORIENTATION

All new McCarthy project employees, including Trades people are to participate in a Pre-employment Safety Orientation. The safety related items to be included in a New Employee's Employment Package are the following, (the location of the documents is indicated in parenthesis). Note: Additional division specific items may be required – check your division specific guidelines or with Division Safety personnel.

- a. Safety Compliance Form (Field Procedures Manual, Exhibit 07.10-G; form) (In Spanish; form)
- b. Jobsite Safety- Working Conditions and Rules (Field Procedures Manual, Exhibit 07.10-H; form) (In Spanish; form)
- c. Protective Gear and Clothing Issuance Form (Field Procedures Manual, Exhibit 07.10-I, form)
- d. Hazard Communication Program (Safety Guidelines, Exhibit 06 15-D and Spanish 06 15-D1; form)
- e. McCarthy Drug and Alcohol Abuse Policy (Safety Guidelines, Section 05 13 and Section 05.13-A (Spanish))
- f. Work Rules Summary (Field Procedures Manual, Exhibit 07.10-J; form) (In Spanish; form)
- g. McCarthy Return to Work Policy (Safety Guidelines, Exhibit 05.09-A, Policy explanation) (In Spanish 05.09-A1)
- h. Fall Protection Plan Acknowledgment (Safety Guidelines, Exhibit 06 07-A2; (Spanish Exhibit 06 07-A2.1) Note: need Project Specific Plan prepared)
- i. Emergency Evacuation Plan (See Safety Guidelines section 05.04; Note: provide copy of Project Specific Plan)
- j. Glove Use Guideline (provide copy of Safety Guidelines Section 06 63. Hand Injury Awareness and Prevention) (In Spanish – Section 06 63-A)
- k. Workplace Violence Policy Rules (HR Policies Manual, Section 07 03 & Section 07.03A) (In Spanish Section 07 03-A1)
- l. Safety Orientation Examination (Safety Guidelines Exhibit 04.01-A) (In Spanish – Exhibit 04.01-A1)
- m. Bloodborne Pathogen Exposure Control Plan (Safety Guidelines section 06.19) (In Spanish – 06 19)
- n. Each new worker is to view the McCarthy Safety Orientation video (Safety Guidelines section 04 01) and the High Impact Video (Safety Guidelines section 04 06) are to be viewed
- o. It is extremely important for each new Employee to be given ample time to review each of these documents and to observe the McCarthy Safety Orientation video. Every McCarthy Project is to utilize a television and video cassette player to present the McCarthy Safety Orientation and High Impact videos. Also, a member of the Project Staff shall be available to answer any questions the Employee may have during the orientation process.
- p. At the conclusion of the Employee's review of the orientation material, the Employee will be required to complete a 25-question Safety Orientation Examination, attached and Spanish version. The examination is "open book" with the Employees encouraged

this Guideline.

4.05 New Hire Orientation/Superintendent Conference

To ensure that all new Employees understand McCarthy's expectations related to safety, the Superintendent will meet with each new hire before being dispatched for work. This one-on-one meeting will be conducted after all other orientation steps are completed (video, examination, etc.), and will cover the following issues:

- 1 The Superintendent will explain that the one-on-one meeting with the Employee is to make certain he or she understands how important safety is to McCarthy, as well as what the Superintendent's safety expectations are for the Employee. The Superintendent should also confirm that the Employee understands the work rules and his or her responsibility to work safely.
- 2 The Superintendent will make a personal commitment to provide a safe work-site for each and every Employee. In exchange, the Superintendent will require a personal commitment from each Employee to do his or her part for safety.
- 3 Every Employee is expected to follow all safety rules at all times, failure to do so will result in disciplinary action, including termination (Superintendent should review copy of Safety Warning Form Spanish form or (MCI) (MCI Spanish) with Employee, particularly the 3-step process leading to termination).
- 4 No Employee is allowed to work in an unsafe environment. If any conditions appear unsafe, the Employee is expected to notify his or her Supervisor immediately.
- 5 No job is worth taking unnecessary risks. Our objective is to send each Employee home in the same condition as when they arrive at the Project.
- 6 The Superintendent should ask the Employee to describe his or her experience regarding safety on prior projects. (Do not inquire about prior injuries suffered by the Employee.)
- 7 The Employee should be asked if he or she has any questions regarding safety.

4.06 High Impact Video Orientation

McCarthy believes that all occupational injuries and illnesses can be prevented. In our industry, unsafe acts account for 90% of these occurrences. In 1999, 55% of all McCarthy injuries resulted from inattention and improper technique combined. To increase awareness of the dangers associated with risk-taking, we are requiring that all Employees view "High Impact". This 12-minute video graphically illustrates the reality of taking risks to the worker on his or her first day of employment before going to work.

All Employees shall view "High Impact" as part of the New Hire Safety Orientation process. Additionally, this video shall be viewed at a minimum of once per year during the Annual Employee Safety Orientation. The tape can be obtained from the Divisional Safety Director.

4.07 Task Hazard Analysis (THA) Utilization Training

To ensure the quality of our Task Hazard Analysis (THA) utilization in the field and increase our ability to provide a safe work environment, the following training will be completed:

- 1 PROJECT STAFF MEMBER THA TRAINING
 - a. All Project Managers, Superintendents, Foremen, and Engineers are to be trained, when hired, on how to prepare an effective Task Hazard Analysis.
 - b. This training shall include the subject matter as provided by the Job Hazard Analysis instruction video.
 - c. The Divisional Safety Director is to administer the initial training for the Project Managers, Superintendents, and Engineers, as well as all new hire Project Managers, Superintendents, and Project Engineers.
 - d. The Project Manager shall administer the initial and new hire training for the Foremen.
- 2 ANNUAL PROJECT STAFF THA TRAINING

Each Project Manager, Superintendent, Foreman, and Project Engineer is to participate in an annual review of the proper way in which to complete the THA, as outlined above. This review should coincide with the Annual Employee Safety Orientation, and coordinated by the Project Manager.

- 3 PERIODIC REVIEW AND DISCUSSION IN THE FIELD

The Divisional Safety Director is to meet with the Foreman on a Project during a periodic Project visit. The purpose of this meeting is to ensure the THA is being used effectively on the Project.

4.08 Executive Safety Guideline Training Class

It is important that all Executive Employees have full understanding of the loss control issues in construction and how this applies to McCarthy. The Executive Safety guideline training course will be used for this purpose. It is McCarthy's policy that each Project Director and Vice Presidents of Operations shall complete the course. This course will be required training every three years. The Division Safety Director will coordinate the compliance of this requirement.

4.09 New Employee Safety Training Program (NET)

Historical statistics clearly show that a higher percentage of injuries on construction sites involve new employees. For the purpose of this Program only, a new employee is a field person who has never been employed by McCarthy or a former employee that has not worked for McCarthy in the

RESTRICCIÓN DE CAIDA: Los componentes del equipo de seguridad que funcionan conjuntamente para restringir a un empleado de tal manera que se evite que caiga de la superficie de trabajo por ejemplo un sistema de barandal de seguridad estándar (travesaño superior a 42", el travesaño medio a 21" y travesaño al pie) o un arnés corporal y red que no permita el movimiento más allá de la orilla de la superficie

ORILLA DE PUNTA: Se considera así la orilla de un piso, techo o forma que cambia de ubicación al irse colocando, formando o construyendo un piso, techo o forma adicionales. Las orillas de punta que no estén en construcción activa se consideran "costados y orillas sin protección" y se requieren métodos positivos para detener o restringir la caída de los trabajadores expuestos

APERTURAS EN EL PISO: No se deberá utilizar triplay (plywood) para cubrir los agujeros. Solamente las aperturas que midan 30" x 30" o menos podrán ser cubiertas utilizando planchas metálicas expandidas de 36" x 36" (7#/pies pintadas con anaranjado fosforescente y bien aseguradas). Las aperturas que midan más de 30" x 30" deberán protegerse con un sistema de barandal estándar

SISTEMA DE BARANDAL ESTÁNDAR: Los barandales de madera consisten de postes de 2" x 4" con centros de 8'. El travesaño superior de 2" x 4" a 42" de altura sobre la superficie terminada con travesaño medio y travesaño al pie. Se puede utilizar un cable de alambre de 3/8" con puntales no mayores de 8' en lugar de los travesaños de 2" x 4" si se mantiene un desvío mínimo.

Debido a la gravedad potencial de todas las caídas, nuestra Política de Protección de Caídas se pondrá en vigor estrictamente en este proyecto. En el caso de la primera infracción de la política el empleado recibirá 3 días de suspensión (del trabajo) inmediata. Por favor revise y hable de los puntos que se mencionan al reverso de esta página.

ANEXO 4.09-AA - REVISIÓN CON EL INSTRUCTOR – CAÍDAS:

1. ¿Cuáles son los Peligros de Caídas en este Proyecto?

- A.
- B.
- C.
- D.

2. ¿Qué métodos de protección se están usando en este Proyecto?

- A.
- B.
- C.

3. Alguna pregunta o preocupación respecto a la Protección de Caídas

- A.
- B.

Número de Proyecto:

Nombre del Proyecto:

Fecha de la Revisión:

Hora: De Hasta

Empleado Nuevo:

Instructor:

Gerente del Proyecto:

Fecha de Revisión:

2. Cuales son los metodos para controlar estos riesgos en este proyecto?

A

B

C

3. Que puede usted hacer en el futuro para evitar heridas de tejido suave?

A

B

Número de Proyecto

Nombre del Proyecto

Fecha de la Revisión:

Hora De Hasta

Empleado Nuevo

Instructor:

Gerente del Proyecto

Fecha de Revisión:

cc: Director de Seguridad de la División

ANEXO 4.09-C - ENFOQUE EN LA CAPACITACIÓN DE EMPLEADOS NUEVOS – ZONAS DE PELIGRO:

En las dos revisiones anteriores hablamos de dos de las principales causas de muerte en la construcción, las Caídas y los Peligros Eléctricos. La tercera y la cuarta tienen que ver con el peligro de ser golpeado con un objeto o verse prensado. McCarthy los ha identificado como peligros de "Zona de Peligro". Las Zonas de Peligro en la construcción son las áreas en que un empleado queda expuesto al peligro de ser golpeado o verse prensado. Esto incluye a los trabajadores que operan y que trabajan cerca de equipo pesado. Algunos ejemplos incluyen: el radio de oscilación de grúas y plataformas de perforación, cargas elevadas, brazos de oscilación del equipo, camiones y equipo en movimiento y exposición en las canastas de levantamiento al choque contra objetos estacionarios.

La operación del equipo pesado, por ejemplo con grúas, retroexcavadoras, retroexcavadoras de oruga, rasadoras tipo "bulldozer", montacargas, elevadores de plataforma en tijera y elevadores de pescantes de grúas, deberán hacerlas los operadores que hayan demostrado la capacidad y habilidades necesarias para operarlas de manera segura. Planee una "escapatoria". Las prácticas inseguras ya sea del operador o de las personas que están alrededor del equipo pudieran crear situaciones sumamente peligrosas. El operador tiene la autoridad de detener una operación en cualquier momento si no se están siguiendo las precauciones. Pueden ocurrir lesiones graves si el equipo o la carga golpea a un trabajador o si el equipo se vuelca.

A continuación se mencionan algunas reglas de seguridad comunes para los operadores:

1. Deberá ser un operador calificado, y en algunos casos con licencia para el equipo que esté operando.
2. Inspeccione el equipo pesado al principio de cada turno.
3. Los operadores de grúas deberán completar el Formulario de Cálculo de Levantamiento por Grúa según se requiera.
4. Establezca métodos de comunicación y quién debe llevarla a cabo.
5. Siempre sepa la ubicación de los trabajadores que están en el piso.
6. Deberán ponerse barricadas para proteger el radio de oscilación del equipo.
7. Participe en el Proceso Diario de Análisis de Peligros de Trabajo.

Los trabajadores en el piso deben considerar:

1. Establecer quién debe dar las señales al operador.
2. No cruzar ninguna barricada ni raya de advertencia que proteja el radio de oscilación de la grúa.
3. Utilice cables de cola para todas las cargas elevadas.

Workers' Compensation Insurance provides no-fault coverage to Employees who are injured in the course and scope of their employment. If an Employee claims to be injured at work, the claim should be reported immediately. The Division Safety Director should be contacted by the Project Staff for the name, address and phone number of the local Worker's Compensation Insurance Carrier at the start of the Project.

At the time an Employee is injured, the Project Staff shall:

- b. Report the accident by telephone to the Division Safety Director. The Project or Division Safety Director reports the injury to the insurance company. Reference the Worker's Compensation Call Information for the information needed by the insurance carrier. The Insurance Carrier completes an Employer's First Report of Injury Form and is directed to fax it to the Corporate Claims Director, Jobsite and Division Safety Director.
 - i. Complete a Supplementary Report of Accident Form and submit this form and the First Report of Injury Form, to the Division Safety Director and Corporate Claims Director within 24 hours of occurrence.
 - ii. The Division Safety Director will review claim management strategy. The Corporate Claims Director will contact the Workers' Compensation Insurance Carrier regarding claim management strategy. The Corporate Claims Director and the Corporate Safety Director will coordinate medical management of those significant injuries which will involve extended lost time or medical treatment.
 - iii. When the Employee returns to work, notify the Division Safety Director by sending a copy of the Release to Work Form signed by the Physician and Employee. Note: No Employee is to return to work without the Doctor's Release. The Division Safety Director will send a copy of the Release to Work Form to the Corporate Claims Director.
 - iv. Immediately forward to the Division Safety Director, Corporate Claims Director and Legal Department any demand, notice, summons or any other process received by the Project Office. The Corporate Claims Director will coordinate with the Corporate Safety Director and Division Safety Director in gathering any necessary information from the jobsite.
 - v. If the validity of a Worker's Compensation Claim is doubtful, immediately notify the Division Safety Director and state the reasons for such on the Supplementary Report of Accident, or on an attached statement. For instance, an injury not reported at the time of the incident, instances where an Employee retains a doctor without a referral or without having reported the accident to their Supervisor often fall into this category. If there are any questions, contact the Division Safety Director.
Also Refer to the Workers' Compensation Claim Flowchart.
- c. **General Liability Claims**

General Liability Insurance provides coverage for property damage or bodily injury to a third party. If a third party claims to have sustained bodily injury or property damage due to an act of McCarthy or McCarthy Employee or Subcontractor, the claim should be reported immediately. Refer to Risk Management Guidelines Section 10.20 – Commercial General Liability / Completed Operations for procedures and protocol if an accident should occur.

2. Accident Investigation

Accident investigations must be conducted in a manner which will provide facts rather than opinions. The purpose of such investigations is to determine what occurred. The scene of an accident should be left undisturbed until the Project Safety Officer and other members of the Project Staff, as appropriate, who are conducting the investigation and any local authorities or insurance representatives that are immediately involved, have had the opportunity to inspect and investigate. The investigation should include, but not be limited to, the following:

- a. Questioning the people working with the injured person determining what was being done at the time of the accident.
- b. Questioning the injured person as soon as possible.
- c. Questioning any witnesses as to what they actually saw. Care should be taken to avoid what they think happened.
- d. Studying the accident area and examining any equipment or materials involved for signs of misuse or other irregularities.
- e. Observe what warning signs or safety delineators were in place.

When performing Items A-E above, the persons questioned should provide their name, phone number, company, address, and sign any statements that are prepared. Photographs should be taken of the entire area and any equipment or materials involved, and all photographs should be labeled as to the date and time, but also the location and purpose. A drawing or map should be prepared indicating the area and noting all significant information gathered relating to the accident, including the activity that was occurring prior to the accident.

A written report should then be prepared incorporating the above information. For Worker's Compensation Claims, the First Report of Injury Form and Supplementary Report of Accident Form are utilized as noted in I.A. above. For other investigations, a similar Sample Accident Investigation memo can be utilized.

The written report should be completed within 24 hours, or such shorter time as required by law, and shall be distributed as noted in I. above.

Within two (2) working days after receipt of the report, the Division Safety Director shall review the report and contact the Project Staff to obtain additional information as required. Such review should be coordinated with the Corporate Safety Director in the case of a fatal accident or other serious incidents.

The Project Manager/Superintendent should confirm the report has been properly completed, and shall review all reports to determine that any appropriate corrective action has been taken, and to observe any trends that may require action.

5.02 Medical Attention & First-aid

Arrangements shall be made in each area and locale where our work is being conducted for the handling and treatment of job related injuries prior to starting work. This includes medical facility, drug screen collection facility, and local Worker's Compensation Insurance Carrier for that area.

1. Procedures for Injuries

Once divisional representatives are notified the Vice President of Operations or Business Unit Leader will contact the Corporate Communications Director, who will in turn contact the rest of Corporate Management (Chief Executive Officer, Chief Operating Officer, Corporate Counsel and Corporate Safety Director)

A. Serious:

- i. An accident in which individuals were hospitalized
- ii. Recordable or lost time injury for McCarthy employee
- iii. Any non-life threatening injury to a 3rd party non-construction worker (i.e. hospital employee, patient, pedestrian, etc.)
- iv. Major accident that results in property, vehicle, or equipment damage (over \$5,000)
- v. A near miss that could have resulted in serious injury to anyone, or serious damage (over \$5,000) to property or equipment.
- vi. A labor strike
- vii. Complaints or actions by individuals or groups which could damage McCarthy's public image, but do not threaten the progress of construction

Notice Protocol for a "Serious Event":

The lead McCarthy person on-site will call the Division President, Vice President of Operations, Business Unit Leader, Project Director and Divisional Safety Director. The lead person must make live contact with at least one (1) of the five (5). After making this live contact they can coordinate with those notified to make sure those not yet contacted are notified. For any injury to a McCarthy employee live contact must be made with the Divisional Safety Director.

a. Significant:

- i. Recordable injury for a subcontractor or second/third tier subcontractor employee
- ii. Minor accident that results in property, vehicle, or equipment damage.
- iii. Water infiltration or severe weather event.

Notice Protocol for a "Significant Event":

The lead McCarthy person on-site will call or email the Project Director and Safety Director. For water infiltration events the Project Director and Quality Director will be called, live contact required.

a. FOR INFORMATION:

- i. Claims related to subcontractor performance issues.

Notice Protocol for a "For Information Event":

The lead McCarthy person on-site will call or e-mail the Project Director.

1. EMERGENCY PROTOCOL

In the case of a Critical Emergency (II.A. above) the Safety Director and Project Director (Vice President of Operations or Business Unit Leader as backup) shall go to the Project Site immediately. In the case of an on-site death of a McCarthy Employee, the Division President (Corporate President as backup) shall also go to the Project Site.

1. INTRODUCTION

If an emergency develops during the construction of any McCarthy project proper Emergency Management and Public Relations can make a great difference in the effect the incident will have on McCarthy, as well as on its Employees and the companies working with McCarthy.

The following provides the Project Staff with a comprehensive plan for coping with emergency situations.

1. STAFF TRAINING

The Project Manager should train their Staff to handle an emergency situation before it occurs to avoid errors or miscommunications that might cause further problems.

- a. Review and complete the Emergency Response Checklist, Team Assignments, Emergency Team Member List, and Emergency Phone Numbers, (exhibits 05.03a, 05.03b, 05.03c, 05.03d, 05.03h), at the beginning of the Project. Review with each team member their responsibilities when an emergency occurs. Post Exhibit H on the bulletin board.
- b. Advise Employees where this information will be filed.
- c. The following steps shall be taken in the event of an emergency:
 - i. Immediately notify appropriate police, fire, and government agencies
 - ii. Notify McCarthy Division Management immediately. (See Section II of this section for specific notification protocol). The Division Management Team will notify Corporate Management. (See Section II of this section for specific notification protocol).
 - iii. The Division President will be the primary spokesperson, with the Vice President of Operations or Business Unit Leader as a backup. All communication with the Media shall be referred to the primary spokesperson
 - iv. The Team Leader will be the Project Manager with the Project Director as a backup

1. TEAM MEMBER'S RESPONSIBILITIES

- a. Project Superintendent Responsibilities:
 - i. Communicate the incident to the Team Leader after contacting emergency services
 - ii. Secure the area as quickly as possible.
 - iii. If Spokesperson and Backup Spokesperson is not available, choose or act as temporary

1 When The Media First Arrives At The Job

- a. **UNDER NO CIRCUMSTANCES SHOULD ANYONE OTHER THAN THE DESIGNATED SPOKESPERSON RELEASE ANY INFORMATION ABOUT THE EMERGENCY.**
- b. Immediately contact Division Office to advise them of the situation
- c. Treat reporters courteously
- d. Stay with reporters until the Designated Spokesperson arrives
- e. Inform reporters that McCarthy's Designated Spokesperson will handle their information needs.
- f. Refer all Media requests and questions to the Designated Spokesperson.
- g. Do not release the name, job title, age, or sex of injured or deceased employee(s). Secure the site and ensure media are kept away from the accident scene

2 Pointers For The Designated Media Spokesperson

Refer to Exhibit 5 03g for list of how to deal with the media. Do's and Don'ts

- a. Get your main facts straight and limit what you say to the following:
 - WHAT happened?
 - WHERE did it happen? (be specific)
 - WHEN did it happen (day, date, time)?
 - CURRENT situation as verified by facts
 - Number of injuries/fatalities. NEVER release names of the injured or deceased workers.
 - Status of the investigation/who is conducting itALWAYS MENTION that safety is McCarthy's number one priority. There is no higher priority than the safety of your employees and those who work at your location.
- b. Be honest and responsive.
- c. Dependent upon the crisis, it's wise to follow-up a verbal statement to the press with a written one and distribute it to your media list. Statements must be approved by legal counsel or senior management before release. This helps to assure fairness and consistency in your statement

3 Sensitive Information That The Media Will Seek

- a. Names of injured/status of injuries. It will be media's first question. Never release this information. Let the proper authorities do so.
- b. Cause of the incident. Let the proper authorities release this.
- c. Specific damage estimates. Dependent upon the type of crisis, this information is not usually readily available and you would be forced to speculate. Don't
- d. Who or what is at fault. Let the proper authorities address this. Never yourself
- e. Construction delays. If the information is available, release it but accentuate the positive.
- f. Office shutdown. Fully assess the damage before making a statement on this. Once the course is determined and approved by all appropriate parties, give it to the media.

4. Statements - Ones That Can Be Used When Information Is Not Yet Available Or Approved

- a. "We're aware of the situation and are investigating the details. We will keep you informed as the situation progresses."
- b. "The cause of the accident is not known at this time. The investigation is continuing and we are working closely with the authorities."
- c. "We have no information as to the extent of the emergency at this time. As soon as we receive verifiable information, we will share it with you."

General Safety Statement: "McCarthy is an Employee Owned Business and the safety of our workers is our highest priority. Over the last 140 years we have developed a comprehensive safety program that focuses on worker education, training, and hazard analysis. The program has proven its effectiveness and demonstrated by McCarthy's safety statistics which are significantly lower than the industry average." Sample Detailed Statement: "My name is _____ I'm (position) _____ with McCarthy. At approximately (time) _____, one of our workers accidentally hit an underground electric cable, disrupting service to _____. At this point, we have contacted the utility company, whose crews are on their way to repair the line. We don't know how extensive the damage is, but I'm sure the utility people will be able to provide you with those details once they review the situation." "The location of the line break is approximately _____." "Because our employees adhered to our strict safety policies, no one was injured and there was no further damage to the area." "At this point, that's all the information I have. Our corporate Spokesperson is on the way to provide you with further details, but right now all I ask is that you stay in this area, away from where the line break occurred, so emergency personnel and utility employees will be able to work on the line. We'll keep you posted on any further information." Alternative Statements for "No Comment" I'm not the best source of information for that. The person you need to talk to is... "OR..." The most current information is available from... "Suggest an alternative deadline so you can gather the information required to make a response."

5 On-Camera Suggestions:

Tips on what to do before and during an interview:

- a. Get your facts straight. Anticipate tough questions. Look for holes in your position and have your staff prepare and conduct a mock Q&A period with "no holds barred."
- b. Relax, get comfortable and be yourself. Always know your most important points and lead with them.
- c. Give your attention directly to the reporter when responding to a question or listening to a question
- d. Be aware of and avoid nervous mannerisms indicating stress, such as: swiveling the chair, pulling your tie, twisting your ring and mopping your brow
- e. Answer questions openly, honestly and candidly
- f. Keep your answers short and understandable using everyday language. Speak in 15-20 second responses if possible.
- g. When you have finished your answer, stop talking!
- h. Listen carefully to the question. Challenge any incorrect assertion built into the question before dealing with the question itself.
 - i. If you don't know the answer to a question, say so, and offer to obtain the information as soon as possible.
 - j. Be ready to turn negative questions around by responding with positive answers.

6 After The Interview

- a. Follow up on questions you couldn't answer. If you said you'd get back to a report with more information, do so.
- b. If the story is wrong, or there are serious errors, it's proper to correct them. Start with the reporter, not with his or her boss. It may

5.04 Emergency Evacuation Plan

Proper emergency planning and response helps minimize Employee exposure and injury. The need for an Emergency Evacuation may include fire, structural failures, earthquake, weather conditions, etc. In order to conduct an orderly evacuation of a Construction Site, the following Plan shall be implemented and communicated to our Employees, as well as the Subcontractors on the Project Site.

- a. Routes of emergency egress shall be determined, as well as notification methods, and communicated by means of signage and instruction, through letters to Subcontractors or Tool Box Talks to Employees.
- b. An audible warning signal, similar to an air horn, shall be used to signal the workers of an Emergency Evacuation. The pattern shall be intermittent blasts. This is to be posted on the Project Site bulletin board or in the Office, and on the Project Site in some manner.
- c. After evacuation, site security and control shall be maintained, as well as a minimum safe distance, and access for emergency equipment.

The Plan shall be reviewed periodically and amended, as necessary, to keep current with new or changing site conditions. This Plan should be available for Employees to copy.

5.06 OSHA 300 Form

a. OSHA FORM 300

The OSHA Form 300 is mandatory for compliance with OSHA and regulatory requirements. (See attached Exhibit 05.06-A)

(You will need to have Adobe Acrobat reader installed to be able to read the forms on this page, if you do not have Acrobat installed on your machine click this icon)

The OSHA Form 300 is the Recordable Injury Log that is required to be maintained on each Project Site. The purpose of this Form is to provide concerned parties with a quick and accurate total of all recordable injuries and illnesses. This Form is almost always reviewed by an OSHA Inspector during an inspection visit.

The OSHA Form 300 is to be kept from January 1st to December 31st of each year. Once the year is ended, the Form should be completed, signed and totaled. In addition, the total hours worked by all McCarthy Project Site Employees must be shown on the Form. This includes Management, Clerical, and Tradesmen. Each January 1st the Log is required to be summarized using the Form 300A. The Form 300A must be displayed on the Project Site bulletin board starting February 1st. It is to be displayed until May 1st.

A sample sequence is as follows:

- i. January 1, 2003 - Begin keeping 2003 OSHA Log 300.
- ii. January 1, 2003 - Forward copy of 2002 OSHA Log 300 and Summary 300A to the Division Safety Director
- iii. February 1, 2003 - Post original 2002 OSHA Summary 300A.
- iv. May 1, 2003 - File original 2002 OSHA Log 300 and Summary 300A with Project Site Safety Files.
- v. January 1, 2004 - Repeat sequence.

NOTE: Only Employees of McCarthy having recordable injuries are to be listed on this form. Do not record injuries of Subcontractors of McCarthy on this form. They should have their own OSHA Form 300 posted in their Jobsite Offices.

The Form must be maintained and kept on the Project Site until the Project is completed. The Form will then be turned over to the Division Safety Director at the end of the Project.

The instructions for maintaining this Form are contained on the reverse of the Form and also available on OSHA's website (<http://www.osha.gov/>)

a. METHOD OF MEASUREMENT

OSHA Incident Rate

The OSHA Incident Rate is used to compare accident and injury statistics either within a company or within an industry.

Incident Rate

Number of Reportable Injuries x 200,000 / Total Manhours Worked = Hours of Exposure

For example, A company operating six sites or contracts which had five reportable incidents in a total of 1,250,000 manhours during a period would have a Frequency Rate of:

$$5 \times 200,000 / 1,250,000 = 80$$

Regular use of this formula will show whether or not a company's own accident trend is getting better or worse

An Overview and Instructions for OSHA 300 and OSHA 300A Forms (in pdf format)

Project, the following steps shall be followed:

- a. Begin evacuation procedures in a safe and orderly manner. In the event of an immediate danger, the established emergency evacuation should be utilized.
- b. Prepare notes immediately of the conversation content, date, time, male or female caller, and any other pertinent information to be supplied to the proper authorities.
- c. Contact proper authorities immediately - fire department, local police, state or county police, as applicable.
- d. Assist authorities, as directed, by supplying Job Site plans, layout, keys, etc. No one shall be allowed back into the building until permission has been given by the authorities.
- e. Contact the Division Safety Director and Project Director.
- f. If bomb threats persist, the above steps should be followed, as well as discussing further action required with the Division Safety Director and Project Director.

5.09 Return to Work Policy/Procedures Modified Duty

McCarthy is concerned with helping employees return to work after sustaining a compensable (workers' compensation) injury. This program allows the injured worker to maintain his or her pre-injury wages and get back into the work rhythm by productively contributing to the success of the project. Should an injured worker be unable to perform their regular duties, modified duty will be assigned to the worker based on this program outline. Modified duty work is defined as any work that is less vigorous or less physically taxing than that which the worker performed before the injury. This is only transitional, or temporary in nature until medical recovery is complete.

Only those employees with an accepted disabling worker's compensation claim are eligible for this program. The Division Safety Director will coordinate the worker's participation in the program with the Project Manager, Project Superintendent, attending physician and the workers' compensation insurance carrier. The use of the modified duty program will be reviewed on a case-by-case basis.

Our goal in this program is to keep the injured worker functioning in a role that is beneficial for the employee as well as the company.

All new hires will be informed of our Return to Work policy during their orientation and shall acknowledge their understanding by signing the Safety Compliance Form, or Spanish form, in the Field Procedures Manual. This Safety Compliance Form is included in the new hire packet. In addition, the Return to Work Policy, Spanish version shall be included in the new hire packet for the employee to review, as well as posted on the project bulletin board.

a. CONTACTING A NEW PROJECT MEDICAL TREATMENT FACILITY

One of the biggest benefits in setting up medical treatment facilities for our jobsites has been the improvement in managing workers' compensation claims. We know going into a project that we have a facility that is pro-active in releasing employees to light and modified duty. The clinic personnel understand we are willing to make almost any accommodation to provide modified duty for an injured worker.

The selected clinics should keep us informed, literally almost up to the minute, of any service provided for McCarthy employees.

i. Identify Approved Medical Facilities

Only medical facilities that are approved by our workers' compensation insurance carrier or third-party claims administrator may be utilized. These organizations verify certain standards of quality prior to approval. For example, they review their prior history with the facility, they visit the facility and verify minimum standards of personnel and equipment availability, and they establish a pre-approved treatment cost schedule.

To select a facility for a new project, start with two or three approved clinics in the area and locate each facility on a map to determine proximity to the project. Next, consider the available hours for service (daily hours of operation and weekend hours), and whether the facility is associated with an emergency facility for after-hours use. If a pre-approved clinic is unavailable, coordinate selection of an alternate facility with the Division Safety Director.

i. Send Letter of Introduction With Employer Profile

Once the preferred facility is selected, a Letter of Introduction should be sent to the administrator of the facility introducing McCarthy and advising them of the project we will begin in their area. Attached to the letter is an Employer Profile which provides important information about us.

i. INTERVIEW CLINIC ADMINISTRATOR

When the administrator calls as requested in the letter of introduction, the key points in our Employer Profile - returning employees to work, "recordable" injuries, and transmitting doctor's reports - are discussed. This call helps establish a line of communication and is a good means to get to know the clinic personnel.

i. ESTABLISH DRUG TESTING

Once the decision is made to utilize a particular facility, the last step is to notify Human Resources of our desire to establish the facility as a drug collection location. It may be necessary to utilize an interim testing laboratory already established with the medical clinic while the McCarthy laboratory is set up, a process that will take approximately two weeks. This should be discussed during the initial conversation with the clinic's administrator.

1. AFTER-INJURY PROCEDURE

i. Report All Work Related Injuries

As stated in the Safety Orientation Video and Safety Guidelines, every work-related injury must be reported to the employee's supervisor as soon as possible following the injury. In accordance with the Safety Guidelines, the project staff will complete necessary injury reports, which must be sent to the division office, and the workers' compensation insurance carrier.

ii. Contact With Injured Worker and Physician

The Division Safety Director and/or project staff will communicate with the injured worker and their attending physician to

indemnity claim losses that are associated with a specific Project.

It is important to communicate the cost each Project generates as it relates to the Worker's Compensation losses. Upper management should review the Claims Cost at the same time as the Profit Projections.

a DATA RETRIEVAL PROCEDURES

The Divisional Safety Director should provide the workers compensation claims incurred, or estimated, cost to each Project Director on a quarterly basis

The figures for claims cost will include medical, indemnity, and expense costs.

5.13 McCarthy Drug & Alcohol Abuse Policy

Purpose

This statement of Company policy sets forth the position and concern of McCarthy regarding the unlawful manufacture, distribution, dispensation, possession or use of illegal, prohibited or unauthorized drugs or alcohol while performing Company business or while on Company property

McCarthy has a vital interest in maintaining safe, healthful and efficient working conditions for its employees. McCarthy maintains that the work environment is safer and more productive without the presence of illegal, prohibited or unauthorized drugs/alcohol or other substances in the body and/or on company/client property

It is the policy of McCarthy to maintain its property and to provide a working environment that is safe for our employees and is conducive to efficient, productive and high work standards. This Policy restricts certain substances from being brought on or being present on Company property. It also prohibits Company employees from having detectable levels or identifiable trace quantities of certain drugs, alcohol and other substances in their body fluids or systems while they are reporting to work, working or present on Company property (whether or not on duty).

This policy replaces and supersedes any separate policies within the company except policies implemented by collective bargaining agreements, project specific agreements, or policies adopted by Divisions of McCarthy

Definitions

To aid in understanding and administering this Policy, the following definitions apply:

"Employee" - Means all employees not covered by a collective bargaining agreement unless the Company has the right to implement this policy with respect to those employees. Employees that are covered by a collective bargaining agreement which contains a drug testing program are subject to the specific terms of that agreement

"Company Property of," "Company Premises" - Includes all property owned, leased, used or under the control of McCarthy, its affiliates and subsidiaries, including, but not limited to, the job site of a customer, structures, buildings, offices, facilities and installations, automobiles and equipment, and any location at which an employee is performing duties on behalf of McCarthy

Detectable Levels of Identifiable Trace Quantities"- The measurable presence, as determined by a Gas Chromatography/Mass Spectrometry (GC/MS) or other accepted confirmation test, of an Illegal, Prohibited or Unauthorized Drug or Substance (as defined below) found in the body fluids at levels of detection above the lowest cutoff levels as established by the analytical methods used by the testing laboratory. The following are examples of levels above these cutoffs which will result in a positive reading, as established at the time of issuance of this policy:

Amphetamines	500 ng/mL	Cocaine	150 ng/mL
Marijuana (THC)	15 ng/mL	Opiates	2000 ng/mL
Phencyclidine (PCP)	25 ng/mL	Barbiturates	200 ng/mL
Propoxyphene	200 ng/mL	Benzodiazepines	200 ng/mL
Methadone	200 ng/mL	Ethanol (Alcohol)	50 mg (urine)
		Ethanol (Alcohol)	0.04% (BAC)

Alcohol BAC from 0.02% to 0.039% will result in temporary removal from the project.

The foregoing is not intended to necessarily be an exclusive listing of Illegal, Prohibited or Unauthorized Drugs or Substances, and the drugs/substances identified, as well as the measurable presence levels, are subject to change based on the Company's discretion and applicable technology

"Illegal/Prohibited or Unauthorized Drugs or Substances" - Means any drug or substance (1) which is not legally obtainable under federal law or (2) which is legally obtainable but has not been legally obtained or which is not being used in the prescribed or indicated manner or amount. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes. The term "Illegal, Prohibited or Unauthorized Drug or Substance" includes, without limitation, mind-altering chemicals including but not limited to: amphetamines, cocaine, THC, opiates, PCP, barbiturates, benzodiazepines, propoxyphene, methaqualone,

- a. No testing under this Policy will be conducted without written consent. However, any employee who refuses to submit to testing, or to sign required consent forms will be subject to immediate termination of employment.
- a. Pre-employment testing will be conducted upon acceptance of an offer of employment and prior to reporting to work unless exempt by collective bargaining agreements. Employment is conditional upon confirmation of a negative test result. A positive finding of unauthorized substances will result in mandatory rejection for employment for one (1) year.
- a. All "positive" test results will be confirmed by a second test performed by Gas Chromatography/Mass Spectrometry (GC/MS) or other appropriate confirmatory test. No test will be considered "positive" unless or until it has been confirmed. Employees will have the opportunity to provide the Medical Review Officer with a list of prescription drugs that he or she is taking if the GC/MS or other appropriate confirmatory indicates a positive test result. Employees may, at their own choice and expense, arrange for a third confirmation test from the same sample. The Company will consider the results of any such retest.
- a. If current employee tests positive once, then he/she will be required to participate in a Company approved rehabilitation program as coordinated with the Employee Assistance Program as defined in Item 3 below. This provision does not amend or alter the disciplinary provision nor does completion of treatment guarantee the employee a position. Job assignment will be subject to work availability. Employees will be responsible for the cost of such treatment above that available from any Company provided benefits. Non-participation or incomplete participation in a rehabilitation program will result in immediate termination. A second confirmed positive after participation in a rehabilitation program will result in termination.
- a. Current employees shall have the right to voluntarily request rehabilitation on one occasion, if the request is prior to the existence of reasonable suspicion, a positive test result or any event triggering a request to submit to testing. No disciplinary action will be taken if the employee comes forward voluntarily and if the employee successfully completes a rehabilitation program. However, should the employee be tested at any future date and the results confirm a positive test, such employee will be terminated.

Medical Review Officer (MRO)

The MRO's major function is to determine if the laboratory evidence indicating the use of illegal or unauthorized drugs is justified. In brief, the MRO determines whether some reason other than Illegal, Prohibited or Unauthorized Drug or Substance use explains a positive test result.

If the MRO verifies that no other valid reason exists for the positive test result, the case is referred to the appropriate management official and/or Employee Assistance Program (EAP).

If Illegal, Prohibited or Unauthorized Drug or Substance positive result is not verified, the test result is deemed negative, the employer is informed, and no further action is taken.

In reviewing the laboratory results, the MRO may conduct a medical interview with the individual, review the individual's medical history, or review any other relevant biomedical factors. Cooperation with the MRO is a condition of employment.

Employee Assistance Program (EAP) The Company maintains an Employee Assistance Program (EAP), which provides help to employees who suffer from alcohol or drug abuse and other personal/emotional problems. This program is available to all salaried employees. It is the responsibility of each employee to seek assistance from the EAP.

Rehabilitative Leave

- a. An employee may be permitted to take a rehabilitative leave for the purpose of undergoing treatment pursuant to an approved program for substance abuse, if the employee consents to the conditions of that leave as set forth in this policy.
- b. Such rehabilitative leave shall be granted on a onetime basis and shall be for a maximum of thirty (30) days unless extended by mutual agreement. Salaried employees may be able to utilize available benefits including sick days, short term disability and vacation time during this rehabilitative leave. This provision does not amend or alter the disciplinary provision nor does completion of treatment guarantee the employee continued employment. Job assignment will be subject to work availability.
- c. Such rehabilitative leave may be extended if required under the FMLA or other applicable laws.
- d. Employees requesting to return to work from a rehabilitative leave for substance abuse must provide satisfactory evidence of successful completion of the program and shall be required to submit to testing at any time requested by the company, regardless of lack of reasonable suspicion. Failure to do so will subject the employee to termination.

Compliance with Medical Marijuana Law

McCarthy's general policy relative to medical marijuana is that marijuana used for any purpose including, without limitation, medical purposes, is considered an Illegal, Prohibited or Unauthorized Drug or Substance in levels over the established cut-off levels set forth in this Policy. Application of this provision may vary pursuant to the employees' State of residence, as further described in the applicable State Addendum, if any, attached to this Policy.

No Tests for Other Substances or Conditions

Except as otherwise permitted by law, no sample taken for testing shall be tested for any substance or condition except Illegal, Prohibited or Unauthorized Drugs, Alcohol and/or Synthetic Drugs, as defined herein.

Prescription Drugs

Proper use of prescription drugs, in their original container, prescribed by a licensed physician as medication for use by the person possessing the medication is allowed. Any employee taking a legal drug or medication (over-the-counter) which may adversely affect judgment, coordination or the ability to perform assigned job duties, must notify his/her supervisor before starting work that his or her judgment or coordination may be impaired as a result of the legal drug or medication. The Company may, in its discretion, require a medical release from the employee's licensed physician to confirm the ability of employee to perform all job duties safely and accurately. The Company, after review, shall decide whether to allow the employee to remain at work or to make other suitable arrangements as authorized by law.

Savings Clause

AUTHORIZATION / VERIFICATION

Attachment B

(THIS FORM SHOULD BE TAKEN BY YOU, THE EMPLOYEE/APPLICANT, TO THE COLLECTION FACILITY, SIGNED BY AN AGENT OF THE FACILITY AND TURNED BACK INTO YOUR JOB OFFICE PRIOR TO COMMENCING WORK)

Employee/Applicant Name/(Print):

Employee/Applicant Social Security #:

Date:

Time:

Collection Agent Signature:

Date:

Job Number:

Job Name:

Employee/Applicant:

PLEASE RETURN THIS COMPLETED FORM TO YOUR JOB OFFICE IMMEDIATELY AFTER TAKING THE TEST. FAILURE TO DO SO COULD RESULT IN TERMINATION OR REFUSAL OF EMPLOYMENT.

McCarthy Field Office:

PLEASE FORWARD TO YOUR SUPERVISOR:

Arizona State Addendum to Drug and Alcohol Policy

This Arizona State Addendum to Drug and Alcohol Policy (the "Addendum") is hereby incorporated into the Policy as if fully set forth herein. Unless otherwise defined in this Addendum, all capitalized terms used herein will have the meaning given such terms in the Policy.

Compliance with Medical Marijuana Act

The Company will comply with the Arizona Medical Marijuana Act unless doing so would cause the Company to lose a federal licensing or monetary benefit or the Company is otherwise prohibited from complying by an applicable federal law. The Company will not discriminate against or make employment decisions relating to a medical marijuana cardholder, as defined in Arizona Revised Statute §36-2801, based solely on their status as a cardholder. Unless otherwise required by federal law, the Company will not base decisions relating to medical marijuana cardholders solely upon a positive drug test for marijuana. Pursuant to the Arizona Medical Marijuana Act, employees may be disciplined or terminated if impaired while at work, or if the employee possesses or uses marijuana while at work.

Safety Sensitive Positions

The Company hereby designates each and every position within the Company that entails working on or being present at a project site as part of employee's regular duties as Safety-Sensitive Positions as defined by Arizona Revised Statute § 23-493.

Compliance with Statute

The Policy, including this Addendum, is intended to comply with the requirements of Arizona Revised Statutes §§ 23-493 through 23-493.11, and 23-1021 (C) and any amendments thereto.

exceso de los niveles establecidos que son detectables en el cuerpo

“Posesión” – Cuidado real o constructivo, custodia, control o acceso inmediato.

PRACTICAS Y ARTICULOS PROHIBIDOS

- a. Está prohibido a todos los empleados el uso, posesión, venta, fabricación, distribución, así como repartir, esconder, recibir, transportar, estar bajo la influencia o en caso de drogas ilegales o no autorizadas, tener un nivel detectable o el rastro de una cantidad identificable de dicha(s) droga(s), o cualquiera de los artículos o sustancias en la Compañía.
 - i. Drogas ilegales o no autorizadas y químicos que alteren la mente incluyendo pero no limitados a: anfetaminas, cocaína, THC, opio, PCP, barbitúricos, benzodiazepinas, propoxifeno, metacualona, metadona y cualquier otras drogas o sustancias anormales.
 - ii. Bebidas alcohólicas no autorizadas.

PRUEBA/EXAMEN COLECTIVO GENERAL

La Compañía se reserva el derecho de solicitar que los empleados se sometan a exámenes médicos o chequeos generales o pruebas de laboratorio como condición de empleo o continuación de empleo, incluyendo pero no necesariamente limitado a pruebas de orina, pruebas de sangre, pruebas de saliva, pruebas de aliento u otros exámenes para determinar el uso ilegal o no autorizado de drogas/alcohol o sustancias prohibidas en esta política. Tales pruebas incluirán lo siguiente:

- i. Empleo - Todos los solicitantes a empleo, a menos que estén exentos por contratos de negociación colectiva y todos los solicitantes para ser contratados nuevamente (si no han sido examinados anteriormente dentro de un período los seis (6) meses) sujetos a la prueba no encontrando niveles detectables de sustancias prohibidas, se le requerirá participar en la norma. De cualquier manera, el empleo está condicionado a la terminación de la prueba satisfactoriamente. Transferencias entre divisiones no se considerarán contratación.
- ii. Posterior a un Accidente/Casi accidente - Se requerirá el chequeo después de un accidente en el trabajo si requiere tratamiento médico, o después de un accidente potencialmente serio, incluyendo accidentes que casi ocurrieron, cuando no se han tomado precauciones de seguridad, no se dieron instrucciones de seguridad, o se hayan dado órdenes, y ocurren accidentes potencialmente serios en los que vehículos/equipo/propiedad se han dañado, o se realizaron actos sin atención, o donde la causa se debió por no cumplir con el uso de equipo protector personal. Los empleados involucrados o que hayan contribuido al accidente, deberán ser examinados y someterse a las pruebas de orina y/o de sangre. Si es imposible o no es práctico debido a la condición física del individuo o individuos involucrados en el accidente dar muestras de orina y/o sangre, y si en exámenes posteriores de sangre u otros líquidos del cuerpo se va a extraer sangre u otro líquido del cuerpo del individuo o individuos, éstos serán analizados por sustancias prohibidas.
- iii. Sospecha razonable – En casos en los que un empleado está actuando de una manera anormal y el representante del empleador tiene una sospecha razonable de creer que el empleado está bajo la influencia de sustancias controladas, la Compañía puede requerir que el empleado se someta a una prueba. Una sospecha razonable significa una sospecha basada en observaciones personales específicas que el representante del empleador pueda describir con respecto a la apariencia, comportamiento, habla, respiración, u olor del empleado. Si la sospecha esta basada solamente en las observaciones y reportes de un tercero, dicha sospecha no es razonable y por consiguiente no tiene fundamento para hacer pruebas.
- iv. Al azar – Los empleados estarán sujetos a pruebas al azar de droga y alcohol de imprevisto. Anualmente se harán selecciones al azar, las cuales serán del 10% del total anual de los empleados. Esta provisión se tomará hasta donde lo permitan las leyes en la ubicación específica, y hasta donde lo permitan los acuerdos de negociación colectiva como corresponda.

PROCEDIMIENTO/PROTOCOLO PARA PRUEBAS DE DROGAS

- i. Pruebas/Chequeos de drogas
- ii. Las pruebas que se lleven a cabo de acuerdo con esta norma se realizarán por medio de un centro de análisis adecuado, el cual será designado por la Compañía y podrá incluir pruebas de sangre, aliento, saliva u otra muestra o espécimen. Los empleados se someterán a la recolección del espécimen apropiado inmediatamente después de que este les sea solicitado. Se requiere la cooperación absoluta de los empleados en relación a procedimientos y requisitos razonables hechos por parte del centro de análisis.
- iii. Los procedimientos para la recolección de especímenes están diseñados para proteger la dignidad y privacidad de los empleados, y a su vez, para mantener la integridad de la muestra y la conservación de la “Cadena de Custodia”.
- iv. Se preservará la confidencialidad de los resultados de las pruebas hechas según esta norma, y la información relacionada con tales resultados se limitará a personal que la Compañía considere que necesite los datos y a los proveedores de seguro de la Compañía.
- v. No se realizará ninguna prueba bajo esta política sin un consentimiento por escrito. Sin embargo, cualquier empleado que se niegue a someterse a estas pruebas o a firmar las formas de consentimiento requeridas, estará sujeto al despido del trabajo inmediato.
- vi. Al recibir una oferta de trabajo se realizarán las pruebas antes de reportarse al trabajo, a menos que exista una exención como resultado de acuerdos de negociación colectiva. La contratación para el trabajo es condicional hasta que no se reciba el resultado negativo de las pruebas. Un resultado positivo de sustancias no autorizadas producirá la denegación de trabajo durante un (1) año.
- vii. Cualquier resultado positivo será confirmado por medio de una segunda prueba realizada por Gas Chromatography/Mass Spectrometry (GC/MS) o por medio de otra prueba de confirmación adecuada. Ninguna prueba será considerada como positiva hasta no ser confirmada. Si así lo desean, los empleados podrán coordinar una tercera prueba de confirmación por cuenta propia utilizando la misma muestra. La Compañía tomará en cuenta los resultados de esta prueba adicional.
- viii. Si empleados actuales producen pruebas positivas una vez, se les requerirá participar en un programa de rehabilitación aprobado por la Compañía en coordinación con el Programa de Asistencia a los Empleados, según está definido en el punto 3 abajo. Los empleados serán responsables por el costo de tratamiento adicional al costo cubierto por cualquier beneficio que proporcione la Compañía.

CONSENTIMIENTO PARA LA PRUEBA DE ALCOHOL Y ABUSO DE SUSTANCIAS TÓXICAS DE ACUERDO A LA NORMA DE
McCARTHY

Attachment A - Spanish

McCarthy Building Companies, Inc. ("McCarthy") tiene una norma que prohíbe la manufactura, distribución, venta, posesión, uso o estar bajo la influencia de alcohol o drogas no autorizadas. Además, la norma de McCarthy establece que un empleado o aspirante se le requerirá a un empleado o aspirante que se someta a una prueba como se establece en dicha norma.

Se le ha proporcionado a usted la norma de abuso de alcohol y sustancias tóxicas de McCarthy y deberá leer y entender la declaración de la norma antes de firmar esta forma de consentimiento.

Hago constar que he recibido una copia de la Norma de abuso de alcohol y sustancias tóxicas y que estoy de acuerdo en someterme a la prueba de alcohol y sustancias tóxicas como se estipula en la norma, y entiendo que en el futuro, ésta puede ser modificada razonablemente. Yo entiendo que el estar de acuerdo con esta norma, es una condición del empleo inicial o continuación del empleo, y que la agencia que hace las pruebas puede dar a conocer los resultados de cualquier prueba a la Compañía y a otras partes, incluyendo sus compañías de seguros.

Firma del Empleado/Solicitante

Nombre en letra de molde

Fecha

Número de empleo

AUTORIZACIÓN / VERIFICACIÓN

Attachment B - Spanish

(ESTA FORMA SE LA DEBERÁ LLEVAR USTED, EL EMPLEADO/SOLICITANTE, A LAS INSTALACIONES DE RECOLECCIÓN DEBERÁ FIRMARSE POR EL AGENTE DE LAS INSTALACIONES Y ENTREGARSE A SU OFICINA DE EMPLEO ANTES DE COMENZAR A TRABAJAR.)

Nombre del Empleado/Solicitante (letra de molde):

No. De Seguro Social del Empleado/Solicitante:

Fecha:

Hora:

Firma del agente de recolección:

Fecha:

Número de empleo:

Nombre de trabajo:

following:

Attendance at all safety related training, including general safety meetings held off site for first level supervisors

- a Identifying, reporting or correcting unsafe acts or conditions
 - b Participating in the New Employee Training program as a new employee, or as a trainer, for first level supervisors
 - c Reporting and participating in the investigation of incidents that did not result in injury or damage, but could have had the potential for same.
 - d Reporting work related injuries to supervisors.
 - e Following all safety rules and watching out for themselves and those co-workers around them.
Results from a positive safety culture on a project or in a Region result in low incidents and the statistics recognized in the construction industry to measure these low incidents should be recognized as well, individually, by crew, project or Region
2. Purchase and distribution of awards must be made by the Safety Department or their assigned designee. Employees are prohibited from purchasing safety award gift cards and charging them to their project unless approved by the Regional Safety Director and Vice President of Operations.
- a Projects will provide a list of employee names and employee numbers for each individual that is eligible for an award to the safety department. This is to be retained for reference
 - b The projects will acknowledge receipt of received awards.
 - c These awards are for the individuals on the team that have earned them and the practice of exchanging the cards for cash among employees should be discouraged
 - d Employees found to be abusing the intent of the safety awards and recognition programs will subject to disciplinary action
 - e Accounting audits will be performed periodically to confirm compliance with this policy

6.02 Disciplinary Policy

1 INTRODUCTION

It is McCarthy's Policy that all Employees comply with McCarthy's Safety Guidelines. Employees will be provided with additional training and information, or retraining, as required by regulation or as dictated by McCarthy Policy.

McCarthy's Disciplinary Policy, as outlined below, requires Employee compliance with safe work practices. Employees found performing work in an unsafe manner would endanger the Employee or another Employee and/or material or equipment shall be subject to discipline or termination by Management.

Enforcement of the McCarthy Disciplinary Policy is a responsibility of all Management Employees (Company Officer, Project Director, Safety Director, Project Manager, Project Superintendent, and Project Engineer). An Employee observed by Management Employees committing a safety violation is to be issued a Safety Warning Form (Spanish form) or MCI form (MCI Spanish) by the respective Manager. The Employee is to be given the original of the Safety Warning Form, with a copy sent to the Region Safety Director for monitoring.

Management Employees are expected to enforce this Program with fairness and equality. This Disciplinary Policy should not be viewed as a "penalty" type process. It should be viewed as a very positive means to remove from our Projects those individuals who will not follow safe work practices and rules.

2. POLICY ENFORCEMENT

- a. A violation of any safe work practice or rule counts toward the receipt of a written Safety Warning and subsequent employment action as detailed in Section B of this policy. The violations do not need to be of the same safe work practice in order to move to a subsequent offense. Violation of three different safety work rules could result in a third offense with a written Safety Warning and Termination
- b. Employment actions as a result of a written Safety Warning are as follows:
First Offense: Employee given written Safety Warning. (Repeat Project Safety Orientation)
Second Offense: If within a 12 month period, the Employee is suspended two work days from all McCarthy projects without pay. Suspension to begin upon issuance of second written Safety Warning, and will include two full work days, exclude and part of actual day Safety Warning is issued. Repeat Project Safety Orientation.
Third Offense: If within a 12 month period, terminate, not for rehire on McCarthy Projects for one year.
- c. This Program is the minimum performance standard.
- d. Imminent danger type safety violations shall result in an accelerated employment action by moving directly to a second offense or third offense action as described in Section B of this policy section
Imminent danger type safety violations include but are not limited to those violations that put the employee and/or other individuals at risk of serious injury or death. The project staff will determine imminent danger type safety violations on a case by case basis and may solicit additional interpretation from the Regional safety director.
A fall protection violation is one example of an imminent danger type safety violation

6.03 Personal Protective Equipment (PPE)

It is McCarthy's Policy that everyone (i.e. Employees, Subcontractor's Employees, material suppliers, visitors, inspectors, etc.) on every Project, and in and around shops and yards, wear an approved hard hat, safety glasses with a Z87 1 rating, an article of high visibility clothing and proper footwear as a minimum.

1 HARD HATS

Hard hats must meet OSHA standards and for McCarthy employees, be included on the list of manufacturers in Section 06 04 – Safety Equipment Manufacturers, in the Safety Guidelines. The hard hats must be unaltered. If an employee has the need to wear a face shield, welding or cutting shields or other such devices then models should be used that attach to the hard hat so that the hard hat may be worn 100% of the time. Hard hats are required at all times but may be temporarily removed in break areas, project offices, or canteens.

2 HIGH VISIBILITY CLOTHING

Safe operation of a crane can be improved when all parties involved have their responsibilities clearly outlined.

- a. Project supervision shall obtain training in general crane/hoisting and rigging safety. This supervisory crane training should be completed every 2 years. This training should be conducted by a third party specializing in crane safety training and should be a minimum of 8 hours. Additional information can be found in Section 04 01 - Employee Safety Training and Orientation in the Safety Guidelines.
Project Directors, General Foremen and Foremen should be considered for this training, consult your Regional Safety Director.
- b. Reference material should be kept on the Project Site, including a General Crane Safety Manual, a Rigging Handbook and a copy of ASME/ANSI B30.5 (Check with your safety director for the correct version). Sample publications would include:
 - i. Safe Manual for Users, Operators and Maintenance Personnel, published by Construction Industry Manufacturer Association ("CIMA")
 - ii. Crane and Rigging Handbook, published by IPT Publishing and Training Ltd
- c. Project Supervision should be familiar with the responsibilities of the Operator (Refer to the Crane Operator Qualifying Procedure Section 4 attached)
- d. Project Supervision should participate in planning lift operations including that the Project Site has been prepared properly for the crane to travel on and for the location where it will be in its static lift position. The soil should be reviewed to determine if bearing capacity is adequate to support the maximum load imposed on the soil by the crane, and if not, that proper blocking / mats are utilized to assure that the bearing capacity of the soil and blocking/mats combination is greater than the load imposed by the crane. If cranes will be traveling frequently and engineered path should be constructed that will support the loads of the moving crane. Third party software, manufacturer's expertise, and soil engineering firms are available to aid in determining soil bearing capacity, required additional support and a cranes imposed load.

The Crane Lift Calculation Form, attached, will assist in this endeavor, and should be completed for every lift with every crane that is anticipated to be in excess of 75% of its rated capacity at a given radius, boom angle and length. It is also required for hoisting without the use of outriggers, "on rubber" as well as "pick and carry" operations. For repetitive lifts (concrete buckets, forms, precast, etc.), the form can be used to establish the range of lifts/operating radius. Subcontractors should use the Crane Lift Calculation Form, or one of similar design and content, for any lifts that meet the above criteria which they will be performing.

- a. Project Supervision should determine the correct weight and center of gravity of all anticipated loads, as well as the actual operating radius of the cranes.
- b. Project Supervision should complete the Crane Operator Qualifying Procedure and the Operator Training Acknowledgement, for operators operating McCarthy cranes. A certification, CCO for example, can be substituted for this requirement, see Crane Operator Qualifying Procedure document. They should also be observed during operations after they are working on site.
- c. Project Supervision should review the Subcontractor's crane setup with its onsite management. The Subcontractor Crane Safety Review Checklist, attached, is to be used to aid in this review.
- d. Project Supervision should oversee the unloading, loading, assembly, disassembly, rigging, operation and maintenance of all McCarthy cranes on site, along with the appropriate technical assistance from the lessor or manufacturer. See Section V for additional details. This oversight could also be assigned/contracted to a third party firm.
All McCarthy and subcontractor owned cranes shall be equipped with a working, Positive type, Anti-Two Block device, ATBD. For all crane rentals regardless of duration, the rental company shall be required to supply a crane outfitted with a Positive Anti-Two Block device. It should be noted that if there are multiple load lines they all must be protected with ATBD protection.
- e. Project Supervision should see that the operator is provided with clear signals and that proper directions are communicated.
- f. When a crane is leased or rented from an outside vendor, Project Supervision should require the operator, or other appointed staff personnel, to receive instruction on safe operations of that particular crane from the lessor or manufacturer. That includes all appropriate manuals, load charts, and the latest annual inspection.
- g. Cranes shall not be operated when the wind speed is in excess of what the manufacturer recommends for safe operation. When wind speeds are below the manufacturer's recommendations for safe operation, project supervision will determine if the operation should be halted due to the conditions as well as what is being hoisted. All tower cranes shall be equipped with a working anemometer (wind speed indicator). For all cranes it is recommended to check FAA regulations which may require the use of an aviation flag or beacon affixed to the boom tip. This section II K also applies to subcontractor controlled cranes.
- h. For projects with multiple tower cranes that have overlapping zones of lifting, a tower crane anti-collision control system should be considered for collision and zone protection.
- i. Other common safety rules to observe include:
 - i. A crane should not be moved without having a signal person direct the operator.
 - ii. No personnel baskets are to be used without first reviewing with the Region Safety Director.
 - iii. No loads should be left suspended while unattended, without having secured, lockable covers in place.

McCARTHY OPERATOR

1. Operators must be certified on the type of crane they are operating. The method of certification must meet the requirements published in OSHA in 29CFR 1926.1427. (CCO for example). This also applies to subcontractor operators and operators of rented cranes.
2. Each Operator must satisfactorily complete the Crane Operator Qualifying Procedure, attached, and complete the Operator Training Acknowledgement, attached. A certification, as referenced in Part A above, can be substituted for this requirement, see Crane Operator Qualifying Procedure document.
3. Each Operator must be experienced in the operation and maintenance of the machine.
4. Each Operator must be safety conscious, responsible, and reliable.
5. Each Operator shall make a thorough visual inspection of the machine at the start of each shift. See Section 2.12 of this Manual.
6. Each Operator will consult with the Supervisor on any picks for which he/she thinks could possibly be a problem for whatever reasons, and will offer his suggestions.
7. Each Operator must be aware of overhead problems and take appropriate action.

OVERHEAD POWER LINES

1. Working with, assembling, and dismantling cranes in proximity to overhead power lines can be present safety concerns. Your Regional

relative to the assembly, disassembly or climbing operation about to take place for the specific model of the crane, tailored to the site conditions of the project. Rules and responsibilities shall also be explained. The plan shall be reviewed by the Project Director and Safety Director before execution of the plan.

This project site specific plan shall be kept on-site and filed with the project records. A sample Tower Crane Assembly/Disassembly Project Site Specific Plan is attached:

- b. A pre-assembly/disassembly/climbing meeting shall be held a minimum of one week prior to the date of assembly/disassembly/climbing with all those involved, including project supervision, crane owner, those responsible for the assembly/disassembly/climbing and those providing manufacturer's expertise. The purpose of this meeting is to review and understand the project site specific plan established as referenced in Part V C 1. of this section.
- c. Workers shall not be in or under the tower, jib, or rotating portion of the crane during assembly/disassembly/climbing operations until the crane is secured in a locked position and the A/D supervisor indicates it is safe to enter this area, unless the manufacturer's instructions direct otherwise and then only the necessary personnel are permitted in this area.
- d. After assembly or climbing an inspection shall be conducted in accordance with the manufacturer's instructions. It should include a load test using certified weights.
All the limit switches shall be tested as well, including all brakes, locking devices, deceleration devices, two block devices or other operational aids.
- e. The size and location of signs installed on tower cranes shall be in accordance with manufacturer's instructions.
- f. Rigging shall be checked before each shift when performing assembly/disassembly/climbing. When utilizing nylon chokers, care shall be taken to assure softening mechanisms have been applied to all sharp edges.

4. RIGGING AND SIGNALING

- a. A successful lifting operation is the result of planning and teamwork. All crane lifting operations require a qualified rigger and signal person. The following list of guidelines will aid in defining the roles, requirements, and responsibilities.
- b. General:
 - i. The rigger is responsible for verifying the correct weight of the load, and selecting the proper rigging and method of attaching and detaching the load/rigging from the crane.
 - ii. The signal person is responsible for initiating and directing the safe movement of the crane and load, as well as landing the load.
 - iii. Depending on the size, complexity and associated risk of the lifting operation, one person can undertake both roles; in addition, there may be multiple individuals in either one or both roles on a particular site.
 - iv. Horns and/or whistles will be blown by the operator, rigger or signal person anytime a load has the potential to be swung over workers.
 - v. Subcontractors that are hoisting material on any McCarthy project will provide qualified riggers and signal persons that will be designated by name along with appropriate documentation provided to McCarthy before their work starts. Use Exhibit 6.05 VI-C (MCC) (MCI) to request from the subcontractors the names of their designated employees.
 - vi. To be a McCarthy qualified evaluator for rigging or signaling, one must successfully complete a third party training program established to train instructors on how to evaluate others relative to the particular subject matter.
 - vii. If a subcontractor will be signaling audibly to a crane they shall provide their own means of communication approved by and compatible with the communication means McCarthy utilizes. This may not be applicable when the subcontractor provides their own crane.
- c. Rigging - this section VI.B also applies to subcontractor controlled cranes.
 - i. The rigger shall be qualified in the fundamentals of rigging. This qualification shall include training on at least the following subjects: basic rigging plan, inspection of hardware, inspection of slings, the rigging triangle, application of hardware, application of slings and load control basics at a minimum. For McCarthy employees this can be accomplished through a third party, similar to the Crosby Group Inc. training, or a McCarthy qualified evaluator (see VI.A.6). For McCarthy and subcontract employees the training should include a verbal or written test and a practical exam, a record of said successful training completion shall be kept on file by the employer. For McCarthy employees use Exhibit 6.05 VI-A. (MCC) (MCI) (ANSWER KEY)
 - ii. The McCarthy rigger should have a rigger's quick reference pocket guide for reference similar to the product distributed by the Crosby Group Inc.
 - iii. All rigging shall be inspected each shift before use.
 - iv. The rigger who rigs the load shall inspect the load once the rigging has been tightened to ensure the load is stable and there are no loose parts being flown.
 - v. Taglines shall be used to control loads. The qualified rigger may make an exception to this rule on specific cases where the qualified rigger determines that a tag line will create a hazard. It is important to review each load and the length of the tag line.
 - vi. Synthetic slings/rigging should only be used when there is no danger of sharp edges, on the load to be hoisted, cutting the material. If there are sharp edges, corner softeners can be used as directed by the manufacturer or another type rigging can be utilized that is resistant to cutting.
 - vii. Due to the inspection requirements for chain slings, they should not be used unless their specific use has been reviewed and agreed to by the Regional safety director.
 - viii. It is important that rigging and rigging hardware be of the highest quality and meets all applicable safety standards. For these reasons, slings shall have manufacturer's identification that is legible, if it does not it shall be taken out of service and destroyed or inspected by a certified party and re-tagged. Identification should include, at a minimum, loading rating and/or size, manufacturer's name, and some means of traceability. Rigging hardware, shackles, eyehooks, turnbuckles, and eyebolts shall have identification including manufacturer's load rating and/or size. If the hardware does not have this forged into the component the project must have the manufacturer's load chart that shows working load limits. Rigging hardware should be "heat treated". Non-heat treated products will fail with little or no warning, a catastrophic failure, because of their brittleness. Rigging hardware from Crosby Group Inc., or equal, shall be used to insure quality "heat treated" rigging hardware.
 - ix. When not in use, rigging and rigging hardware shall be stored to protect it from damage.
- d. Signaling - this section VI C also applies to subcontractor controlled cranes.

beyond the surface edge. These components shall meet OSHA/ANSI guidelines.

LEADING EDGE: Any advancing edge of a floor, roof or form work which changes location as additional floor, roof or formwork sections are placed, formed or constructed. Leading edges not actively under construction are considered to be "unprotected sides and edges" and positive methods of fall arrest or fall restraint shall be required to protect exposed workers. This includes exposure during demolition activities.

HAZARDS

1. Erecting and dismantling of structural steel and concrete formwork without the proper fall protection provides the greatest exposure of workers to a fall hazard greater than six (6) feet.
2. Floor openings created during decking to accommodate ladders, stairways, roof openings, skylights, elevators and mechanical/electrical equipment.
3. Leading edges created during demolition, structural metal deck, concrete formwork and pre-cast concrete installation.
4. Floor and roof perimeters under construction that are unprotected by one of the permanent building enclosure systems.
5. Scaffolds, ladders, and vehicle mounted elevating and rotating work platforms used to access elevated work areas.
6. Working at any height near or above dangerous equipment, impalement hazards from protruding rebar, hazardous chemicals, or other exposures that could significantly injure a person should they fall.

TYPES OF EQUIPMENT

1. Full body harness shall be used in all types of fall arresting situations.
2. Lanyards shall be double-locking and the shock absorbing type.
3. Retractable lines may be used where tying off at a point is not feasible.
4. Properly installed, commercially manufactured or engineered horizontal and vertical lifelines.
5. Properly install temporary anchorage points such as beam clamps, beam straps, and girder grip.
6. Mobile anchorage devices such as cable/rope grabs designed to be used with vertical life lines.

METHODS OF FALL ARREST AND FALL RESTRAINT

1. Where Employees are exposed to a fall hazard greater than six (6) feet, and are not protected by a fall restraint system such as a guard rail, a full body harness and lanyard assembly shall be used. The method of attachment shall be to attach the lanyard to a catenary line or structural building component capable of supporting 5000 pounds. The hardware of the harness/lanyard/rebar chain assembly and other equipment must be compatible. It may be necessary to use two lanyards, keeping one hooked at all times while moving, to maintain 100% fall protection. Lanyards should preferably be attached over head height where possible. **All Employees shall be tied off 100% while exposed to the fall hazard.**
2. All floor/roof perimeters that are not a part of the leading edge shall have a standard guard rail.
 - a. Lumber standard railing system consisting of 2 inch by 4 inch post on 8 foot centers. Top rail of 2 inch by 4 inch, 42 inches above finish surface with midrailing and toeboard.
 - b. The 1/2 inch or equivalent strength wire cable shall be supported by stanchions spaced no greater than 8 feet on center and shall be maintained with minimum deflection. Top cable shall be 42 inches above finish floor and mid cable shall be at 21 inches with toeboard.
3. The leading edge shall have a Warning Line installed a minimum of six (6) feet back from the finished edge. The warning line shall limit access to all unfinished deck and deck edges (Refer to OSHA regulations).
 - a. If work is required beyond the Warning Line, Employees shall use a proper fall arrest system. Where it is infeasible, or the use of a fall arrest system poses a greater potential hazard, a safety monitor system will be implemented. **The Division Safety Director shall be consulted prior to implementing a safety monitor system.**
4. All floor/roof, stairway and ladder openings shall have a guard rail installed at the landing. The guard rail will be arranged so that an Employee cannot step directly into the stairway/ladder opening.
 - a. All straight ladders (i.e., extension) shall be tied off at the top.
 - b. The top of the straight ladder (i.e., extension) shall be extended 36 inches above the landing.
 - c. Employees will use step ladders that meet OSHA standards and will not use the top two steps.
5. Employees will be trained in proper and safe operations of lifting equipment, such as JLG's and scissors lifts.
6. Employees will use the following fall arrest system when working on columns and shear walls where standard guardrails are not available as fall prevention: Full body harness, positioning belt, and a shock absorber lanyard with cable, rope grab or retractable lifeline. One employee per fall arrest system. Wire rope safety cable or synthetic rope can be used vertically on all columns and shear walls for tie-off.

PROCEDURES FOR THE MAINTENANCE AND INSPECTION OF THE FALL PROTECTION SYSTEMS

1. Guard rails shall be inspected daily to ensure completeness and will be retensioned as needed.
2. Catenary lines shall be inspected daily by McCarthy or the Subcontractor, whoever is installing and using the lines.
3. Warning Line shall be inspected daily by the Subcontractor installing and using the warning line system to ensure completeness.
4. Each Employee using fall arrest or fall restraint systems under this plan shall daily inspect his body harness webbing, D rings, lanyard and hook assemblies prior to use.
 - a. Harness webbing shall be free from nicks or frayed material.
 - b. D rings and lanyard hardware shall not be deformed or cracked.
 - c. All body harness and lanyard assemblies shall have a legible tag attached that will identify the manufacturer. Equipment that

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MCCARTHY BUILDING COMPANIES, INC.**

EXHIBIT B
Scope of Work

PROJECT

In accordance with the terms and conditions of this Agreement and Mohave Cooperative Contract No. 19F-MBC2-0904, the City of Glendale is retaining McCarthy Building Companies, Inc. for city-wide HVAC installations, maintenance, repairs, upgrade services, and plumbing services, as related to HVAC systems to City of Glendale facilities on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MCCARTHY BUILDING COMPANIES, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$1,500,000 annually or \$3,000,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The City shall pay contractor compensation in accordance with the rates as set forth in the Mohave Cooperative Contract No. 19F-MBC2-0904, for Job Order Contracting for HVAC installations, maintenance, repairs, upgrade services, and plumbing services, as related to HVAC systems on an as-needed basis.