LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
S.D. CRANE BUILDERS, INC.

This Linking Agreement ("Agreement") is entered into as of this day of , 20 , between the City of Glendale, an Arizona municipal corporation ("City"), and S.D. Crane Builders, Inc, an Arizona corporation, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On September 5, 2024, Mohave Educational Services Cooperative, Inc. entered into a contract with Contractor to purchase the goods and services described in Job Order Contracting for Various Construction Trades Contract No. 24B-SDC-0905 ("Cooperative Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows 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 wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City's cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

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.

   A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was September 5, 2024, until the date the contract terminates on September 4, 2025, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond September 5, 2029. The initial period of this Agreement is the period from the Effective Date of this Agreement until September 5, 2025.

   B. The City may extend the term of this Agreement for four (4) one-year periods if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

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 six million dollars ($6,000,000) for the entire term of the Agreement (initial term plus any extensions).

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. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. 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.

11. 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/o Daren Frank
6210 W. Myrtel Ave Ste. 111
Glendale, AZ 85301

and

S.D. CRANE BUILDERS, INC.
c/o Steven D. Crane
1215 W. Rio Salado Pkwy, Ste 109
Tempe, AZ 85281

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

S.D. CRANE BUILDERS, INC.,
an Arizona corporation

By: _____
Name: Steven D. Crane
Title: President/CEO

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
S.D. CRANE BUILDERS, INC.

EXHIBIT A
MOHAVE COOPERATIVE CONTRACT NO. 24B-SDC-0905 FOR JOB ORDER CONTRACTING FOR VARIOUS CONSTUCTION TRADES

LINKING AGREEMENT
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AND
S.D. CRANE BUILDERS, INC.

EXHIBIT B
Scope of Work

In accordance with the terms and conditions of this agreement and the Mohave Cooperative Agreement Job Order Contracting for Various Construction Trades Contract No. 24B-SDC-0905, the City is utilizing the contractor to provide general contracting services. Construction services may include, but are not limited to, installation, upgrades, repairs, plumbing, heating, ventilation, and air conditioning equipment on as-needed basis.

LINKING AGREEMENT
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AND
S.D. CRANE BUILDERS, INC.

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with the 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 Statement of Work must not exceed $6,000,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay contractor compensation in accordance with the rates as set forth in the Mohave Cooperative Contract No.24B-SDC-0905 with S.D Crane Builders, Inc.

MOHAVE COOPERATIVE

Award Documents

24B-SDC-0905
SD Crane Builders, Inc

24B-SDC-0905 Award Letter 2

24B-SDC-0905 Offer and Acceptance Form 5

RFP 24B-0711 Signed Award Recommendation 6

RFP 24B-0711 Evaluator Agreements 12

RFQ 24B-0425 Advancment Recommendation 19

RFQ 24B-0425 Evaluator Agreements 21

24B-SDC-0905 Federal and State Excluded Parties Documents 30

Click section title to be taken directly to that section.

4/5/18 EH

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NOTIFICATION OF AWARD LETTER

August 20, 2024

Sent this day via email to kburns@sdcranebuilders.com

Steven D. Crane, President/CEO
SD Crane Builders, Inc.
1215 W. Rio Salado Pkwy, Ste 109
Tempe, AZ 85281

Congratulations, SD Crane Builders, Inc.'s response has been awarded a contract under RFP 24B-0711 for General Contracting Divisions 1 - 49. Attached is a copy of the Mohave signed *Offer and Acceptance Form*. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to SD Crane Builders, Inc. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232) or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive an "MESC Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at (http://www.mesc.org/resources-brochures) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

The procurement file for RFP 24B-0711 was/shall be made available for public inspection on August 20, 2024.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, contact information, or other information about your contract. Email back any changes as soon as possible to mike@mesc.org.

Your contract number is 24B-SDC-0905 and will take effect on September 5, 2024.

If you have any questions regarding your new contract, please call me at 928-718-3204. We look forward to working with you and your company in the future.

Michael Nentwig, CPPB
Contract Specialist

NOTES ON AWARD FOR: SD Crane Builders, 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 (https://mesc.org/plist/) 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 #24B-SDC-0905.
- **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.
- Kristina (Kristy) Hamm, CPPB, will be the Contract Specialist assigned to your Mohave contract. Send requests for pricing updates or contractual inquiries to Kristina Hamm, CPPB – kristy@mesc.org after the contract effective date of September 5, 2024. *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 SD Crane Builders, Inc.
    2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to SD Crane Builders, Inc.
    3. SD Crane Builders, Inc. provides product/services.
    4. SD Crane Builders, Inc. invoices member.
    5. Member pays SD Crane Builders, Inc.
    6. SD Crane Builders, Inc. sends Usage and Reconciliation Report to Mohave.
    7. SD Crane Builders, Inc. remits administration fee monthly, based on invoices paid.
    8. Mohave audits selected purchases.

- **JOC Contracts Only:** Upon award of your contract, you may request to use estimating software other than *RS Means Online*. The estimating software shall use *RS Means pricing data* and meet all of the requirements for pricing under this RFP. 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, contract vendor shall immediately switch to *RS Means Online* as the estimating software under an awarded contract.

NOTES ON AWARD FOR: SD Crane Builders, Inc.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 15th of each month. **Mohave's Audit Specialist will contact you about two weeks prior to your first report's due date to provide you with a sample report, based on reports provided under contract 19F-SDC-0904, and information on submitting administration fee payments. They will also provide information and assist you in understanding what is required when submitting your reconciliation report.**
- If no invoices were paid under the contract in the previous month, you may send an email to adminreport@mesc.org advising of no sales to report for the month.
- Because you have an existing Mohave contract, we want to address how to properly report invoices on your monthly reconciliation reports because it may be necessary to submit two separate reports until all old contract purchases are closed:
    - Line item purchase orders that remain open under 19F-SDC-0904 should be reported on 19F-SDC-0904 reconciliation reports until completion of the project.
    - Blanket purchase order invoices with a ship date prior to, or on September 4, 2024, should be reported on the 19F-SDC-0904 reconciliation report.
    - New purchase orders issued under the 24B-SDC-0905 contract should be reported under 24B-SDC-0905 reconciliation reports.
    - Blanket purchase order invoices with a ship date after September 4, 2024, should be reported on the 24B-SDC-0905 reconciliation reports.

- In order to assist members with new contract award notices, Mohave will be releasing your contract award information to the members prior to September 5, 2024. Information regarding your contract award will be posted to our website and will be made available in our product vendor finder. Pricing from your awarded contract will also be made available to our members. All of this information will be accessible by our members before September 5, 2024. You may provide quotes to members for this contract. However, it will be your responsibility to inform members the contract is not effective until September 5, 2024, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to September 5, 2024, **is a violation of the contract.** Please ensure that your staff is aware of the effective date September 5, 2024, in order to avoid contract confusion.
- Mohave will be offering a contract overview introduction for your newly awarded contract. This meeting is called "Contract Kick-off" and takes approximately 30-45 minutes. The meeting will be teleconferenced. All staff that provides support for the Mohave contract should be included in this meeting. **Please provide some preferred dates and times for the teleconference meeting to Kristina Hamm, CPPB, – kristy@mesc.org no later than August 30, 2024.**
- Your current Mohave website log in information does not meet our requirements as noted below. We are requesting new log in credentials, username, and password, as follows:

  NOTE: Username may not be an email address, or a personnel name. **NOTE:** Passwords may contain numbers, letters both upper and lower case, and these symbols: **% # ^ !(@ * $) & . –** (NO SPACES ARE ALLOWED.) Passwords must have a minimum of 12 characters and must include at least one upper case, number, and symbol. ***Nonconforming usernames or passwords will be revised to meet listed criteria.*** **Email this information to mike@mesc.org no later than August 30, 2024.**
- We feature marketing information about your current contract in the product vendor finder on our website. Please visit our website (www.mesc.org) and go to the "All Products/Vendors" under the "Contracts & Solicitations" menu. Find your company from the list and click on your name. Once on your company information, review the "About Vendor" section of the "Overview." Confirm in writing if that information is still accurate, or if changes need to be made. Mohave reserves the right to edit information for content or length. **Email this information to mike@mesc.org no later than August 30, 2024.**
- **Provide a current insurance certificate naming Mohave Educational Services Cooperative, Inc., 211 N 7th St, Kingman AZ 86401 as the certificate holder. Email this information to mike@mesc.org no later than August 30, 2024.**

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

RFP 24B-0711
Job Order Contracting for Various Construction Trades

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements specified within the solicitation and any amendment(s) issued prior to the solicitation opening. Offeror further agrees to furnish materials and/or services in compliance with all specified requirements, issued amendment(s), and any accepted exceptions/deviations noted by offeror in the solicitation.

Federal Employer Identification Number 36-4496505

Company Name SD Crane Builders, Inc.

Address 1215 W Rio Salado Pkwy, Ste 109 City Tempe State AZ Zip 85281

Telephone Number 480.832.1777

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

Authorized Signature
Signature of Person Authorized to Sign Proposal

Printed Name Steven D. Crane Title President/CEO

Primary Email kburns@sdcranebuilders.com Alternate email lbrowning@sdcranebuilders.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.

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/deviations. Your firm has been awarded all products and services, unless noted in your Notification of Award Letter.

This contract shall be referred to as Contract Number 24B-SDC-0905

Awarded this 20 day of August 2024.

This contract shall be effective the 5 day of September 2024.

Lari Staples, CPPO, Executive Director
Mohave Educational Services Cooperative, Inc.

MOHAVE
COOPERATIVE

Date: August 20, 2024

To: Lari Staples, CPPO, Executive Director

Through: Michael S. Carter, CPPB, NIGP-CPP, Contracts Manager

From: Michael R. Nentwig, CPPB, Contract Specialist

Subject: Award Recommendation for RFP 24B-0711, Job Order Contracting for Various Construction Trades

On July 11, 2024 Mohave received fifteen responses to JOC RFP 24B-0711. Responses received from the same offeror for General Contracting Divisions 1-49; Plumbing Division 22; and Heating, Ventilation, and Air Conditioning Division 23 did not provide all the required information, and these two responses were determined to be non-responsive. Thirteen responses were determined to be acceptable for further consideration after the evaluation of technical proposals.

The offers were evaluated using the criteria set forth in the solicitation. Mohave made awards to the following disciplines using the divisions within RS Means: General Contracting Divisions 1-49; Plumbing Division 22; and Heating, Ventilation, and Air Conditioning Division 23.

The following is a summary of the final scores utilizing the Heisman method of ranking for General Contracting Divisions 1-49:

General Contracting Divisions 1 – 49 Heisman Ranking	Michael Nentwig	Michael Carter	Kristy Hamm	Melissa Jimenez	Robert Franklin	Daniel Haskins	Jonnie Deremo	Average Rank
SD Crane Builders, Inc.	1	1	1	1	1	1	1	**1.00**
SDB, Inc.	3	2	4	2	2	3	2	**2.57**
GCON, Inc	2	3	5	6	4	6	3	**4.14**
Caliente Construction, Inc.	6	4	2	3	6	5	5	**4.43**
Edge Construction, LLC	4	6	6	5	5	2	6	**4.86**
Chasse Building Team	8	5	3	7	3	4	7	**5.29**
Skyline Builders & Restoration	5	8	7	4	8	7	8	**6.71**
Lloyd Construction Company, Inc.	7	7	8	8	7	8	4	**7.00**

Details for the recommended awards for General Contracting Divisions 1-49 are as follows:

- SD Crane Builders, Inc. was the number one ranking offer for Division 1 – 49 General Contracting services. They offered general contracting and construction services, including new buildings, renovations, remodels and building improvements. UPB and Open Book pricing methodologies were offered along with design and engineering services. SD Crane Builders, Inc. has a single bonding capacity of $35 Million and an aggregate bonding capacity of $50 Million. They hold a current B-1 Arizona Registrar of Contractors license. They offer general contracting for job order contracting services statewide.

- SBD, Inc. was the number two ranking offer for Division 1 – 49 General Contracting services. They offered complete construction and construction management services. Pre-construction services include cost estimating, site investigation, LEED analysis, constructability, and value engineering. UPB and Open Book pricing methodologies were offered along with design and engineering services. SDB, Inc. has a single bonding capacity of $20 Million and an aggregate bonding capacity of $75 Million. They hold current A, B and B-1 Arizona Registrar of Contractors licenses. They offer general contracting for job order contracting services statewide.
- GCON, Inc. was the number three ranking offer for Division 1- 49 General Contracting services. They offered a full service general contracting management of all projects. They oversee the entire construction process with their in-house staff. UPB and Open Book pricing methodologies were offered. GCON, Inc. has a single bonding capacity of $200 Million and an aggregate bonding capacity of $400 Million. They hold a current B-1 Arizona Registrar of Contractors license. They offer general contracting for job order contracting services statewide.
- 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 a single bonding capacity of $250 Million and an aggregate bonding capacity of $750 Million. They hold current A, B, and B-1 Arizona Registrar of Contractors licenses. They offer general contracting for job order contracting services statewide.
- Edge Construction, LLC was the number five ranking offer for Division 1 – 49 General Contracting services. They offered complete construction and construction management services, including new buildings, renovations, remodels, and building improvements. UPB and Open Book pricing methodologies were offered. Edge Construction, LLC has a single bonding capacity of $15 Million and an aggregate bonding capacity of $30 Million. They hold current A and B-1 Arizona Registrar of Contractors licenses. They offer general contracting for job order contracting services statewide.

The following is a summary of the final scores utilizing the Heisman method of ranking for Plumbing Division 22:

Plumbing Division 22 Heisman Ranking	Michael Nentwig	Michael Carter	Kristy Hamm	Melissa Jimenez	Robert Franklin	Daniel Haskins	Jonnie Deremo	Average Rank
Pueblo Mechanical & Controls LLC.	1	1	1	1	1	1	1	**1.00**
Sun Mechanical Contracting, Inc.	2	2	4	2	2	2	2	**2.29**
TDIndustries, Inc.	3	3	3	3	3	3	4	**3.14**
Midstate Mechanical, Inc.	4	4	2	4	4	4	3	**3.57**

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

- Pueblo Mechanical and Controls, Inc. was the number one ranking offer for Division 22 Plumbing job order contracting services. UPB, Open Book, and Trade Service pricing methodologies were offered along with design and engineering services. They can provide complete plumbing projects from their offices in Phoenix and Tucson. This allows for quick response to customer emergencies. Pueblo Mechanical and Controls, Inc. can procure virtually all makes and models of plumbing equipment and supplies. Preventive maintenance and repair services were offered. Pueblo Mechanical Contracting, Inc. has a single bonding capacity of $35 Million and an aggregate bonding capacity of $250 Million. They hold current B-1, C-11, CR-34, CR-39, and CR-74 Arizona Registrar of Contractors licenses. They offer job order contracting for plumbing services statewide.

- Sun Mechanical Contracting, Inc. was the number two ranking offer for Division 22 Plumbing job order contracting services. UPB, Open Book, and Trade Service pricing methodologies were offered along with design and engineering 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 a single bonding capacity of $100 Million and an aggregate bonding capacity of $250 Million. They hold current B-1, A-12, C-4, C-37, and CR-39 Arizona Registrar of Contractors licenses. They offer job order contracting for plumbing services statewide.
- TDIndustries, Inc. was the number three ranking offer for Division 22 Plumbing job order contracting services. TDIndustries, Inc. can provide extensive plumbing system installations, repairs, and upgrades. UPB, Open Book, and Trade Service pricing methodologies were offered along with design and engineering services. Preventive maintenance services were offered. TDIndustries, Inc. has a single bonding capacity of $100 Million and an aggregate bonding capacity of $400 Million. They hold current CR-11, C-37, C-39, and C-74 Arizona Registrar of Contractors licenses. They offer job order contracting for plumbing services statewide.
- Midstate Mechanical, Inc. was the number four ranking offer for Division 22 Plumbing job order contracting services. UPB and Trade Service pricing methodologies were offered along with design and engineering 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 an in-house design service which utilizes 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 a single bonding capacity of $5 Million and an aggregate bonding capacity of $65 Million. They hold current B-1, C-4, C-11, CR-37, and CR-39 Arizona Registrar of Contractors licenses. They offer job order contracting for plumbing services statewide.

The following is a summary of the final scores utilizing the Heisman method of ranking for Heating, Ventilation, and Air Conditioning Division 23:

Heating, Ventilation and Air Conditioning Division 23 Heisman Ranking	Michael Nentwig	Michael Carter	Kristy Hamm	Melissa Jimenez	Robert Franklin	Daniel Haskins	Jonnie Deremo	Average Rank
Midstate Mechanical, Inc.	1	3	1	1	1	1	1	**1.29**
Sun Mechanical Contracting, Inc.	2	1	5	2	2	2	2	**2.29**
Pueblo Mechanical and Controls LLC.	3	2	4	4	4	3	3	**3.29**
TDIndustries, Inc.	4	4	3	3	3	4	4	**3.57**
HACI Service, Inc	5	5	2	5	5	5	5	**4.57**

Details for the recommended awards for Heating, Ventilation, and Air Conditioning Division 23 are as follows:

- Midstate Mechanical, Inc. was the number one ranking offer for Division 23 Heating, Ventilation, and Air Conditioning job order contracting services. UPB and Trade Service pricing methodologies were offered along with design and engineering services. They provide complete turnkey heating, ventilation, and air conditioning projects from their offices in Phoenix and Tucson and field offices in Flagstaff and Yuma. As a value add, they provide an in-house design service which utilizes 3-D modeling of projects allowing for the offsite prefabrication of heating, ventilation, and air conditioning systems. System commissioning, preventive maintenance, and repair services were offered. Midstate Mechanical, Inc. has a single bonding capacity of $5 Million and an aggregate bonding capacity of $65 Million. They hold current B-1, C-4, C-11, CR-37, and CR-39 Arizona Registrar of Contractors licenses. They offer job order contracting for heating, ventilation, and air conditioning services statewide.

- Sun Mechanical Contracting, Inc. was the number two ranking offer for Division 23 Heating, Ventilation, and Air Conditioning job order contracting services. UPB, Open Book, and Trade Service pricing methodologies were offered along with design and engineering 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 a single bonding capacity of $100 Million and an aggregate bonding capacity of $250 Million. They hold current B-1, A-12, C-4, C-16, C-37, and CR-39 Arizona Registrar of Contractors licenses. They offer job order contracting for heating, ventilation, and air conditioning services statewide.
- Pueblo Mechanical and Controls, Inc. was the number three ranking offer for Division 23 Heating, Ventilation, and Air Conditioning job order contracting services. UPB, Open Book, and Trade Service pricing methodologies were offered along with design and engineering services. They can provide complete heating, ventilation, and air conditioning projects from their offices in Phoenix and Tucson. This allows for quick response to customer emergencies. Pueblo Mechanical and Controls, Inc. can procure virtually all makes and models of heating, ventilation, and air conditioning equipment and supplies. Preventive maintenance and repair services were offered. Pueblo Mechanical Contracting, Inc. has a single bonding capacity of $35 Million and an aggregate bonding capacity of $250 Million. They hold current B-1, C-11, CR-16, CR-34, CR-39, and CR-74 Arizona Registrar of Contractors licenses. They offer job order contracting for heating, ventilation, and air conditioning services statewide.
- TDIndustries, Inc. was the number four ranking offer for Division 23 Heating, Ventilation, and Air Conditioning job order contracting services. TDIndustries, Inc. can provide heating, ventilation and air conditioning system installations, repairs, and upgrades. UPB, Open Book, and Trade Service pricing methodologies were offered along with design and engineering services. Preventive maintenance services were offered. TDIndustries, Inc. has a single bonding capacity of $100 Million and an aggregate bonding capacity of $400 Million. They hold current CR-11, C-37, C-39, and C-74 Arizona Registrar of Contractors licenses. They offer job order contracting for heating, ventilation, and air conditioning services statewide.
- HACI Service, Inc. was the number five ranking offer for Division 23 Heating, Ventilation, and Air Conditioning job order contracting services. UPB, Open Book, and Trade Service pricing methodologies were offered along with design and engineering services. They offered the ability to develop the most cost-effective heating, ventilation, and air conditioning systems through use of the design build / design assist process. They have a fully automated fabrication facility and ample storage capabilities to provide "on-time" material deliveries. Repair services and maintenance service agreements were also offered. HACI Service, Inc. has a single bonding capacity of $20 Million and an aggregate bonding capacity of $80 Million. They hold current B-1, C-39, CR-45, C-74, and C-77 Arizona Registrar of Contractors licenses. They offer job order contracting for heating, ventilation, and air conditioning services statewide.

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, and ventilation, and air conditioning. 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 recommendation is based upon the regulatory requirement to only award up to five contracts to the firms receiving the highest number of points, for General Contracting and similar job-order-contracting construction services within specialty Division 22, Plumbing and/or Division 23, Heating, Ventilation and Air Conditioning that meets the members' needs.

RFP 24B-0711 Award Recommendation

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 that include construction, renovation, design, emergency services, brand continuity for system replacement and future expansion. Additional criteria include awarded contract vendor's ability to provide for our large, diverse membership, bonding capacity (both for a single project and aggregate), 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 RFP 19F-0808 expire on September 4, 2024. It is recommended the awards under RFP 24B-0711 take effect on September 5, 2024.

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

Non-Responsive Proposals

McCarthy Building Companies, Inc. This firms responses to General Contracting (all Divisions), and Divisions 22 (Plumbing) and 23 (Heating, Ventilation and Air Conditioning) did not include the required Bid Bond, per Special Term and Condition 1.1 Bid Bond and therefore both responses were determined to be non-responsive.

Not recommended for award

Chasse Building Team This firm's response to General Contracting (all Divisions) received a lower score than those recommended for award. In accordance with the Arizona Administrative Code, Title 7, Chapter 2, Articles 10 & 11, A.R.S. Title 41, Chapter 23, Article 5, and A.R.S. Title 34, Chapter 6, Article 1 no more than five contracts can be awarded per division for multiple contracts for similar job order contracting construction services.

Lloyd Construction Company, Inc. This firm's response to General Contracting (all Divisions) received a lower score than those recommended for award. In accordance with the Arizona Administrative Code, Title 7, Chapter 2, Articles 10 & 11, A.R.S. Title 41, Chapter 23, Article 5, and A.R.S. Title 34, Chapter 6, Article 1 no more than five contracts can be awarded per division for multiple contracts for similar job order contracting construction services.

Skyline Builders and Restoration, Inc This firm's response to General Contracting (all Divisions) received a lower score than those recommended for award. In accordance with the Arizona Administrative Code, Title 7, Chapter 2, Articles 10 & 11, A.R.S. Title 41, Chapter 23, Article 5, and A.R.S. Title 34, Chapter 6, Article 1 no more than five contracts can be awarded per division for multiple contracts for similar job order contracting construction services.

Approval of the #24B-0711 award as recommended:

Signature: _____ Date: August 20, 2024

Michael S. Carter, CPPB, NIGP-CPP
Contracts Manager

Signature: _____ Date: August 20, 2024

Lari Staples, CPPO
Executive Director

DETAILS FOR

S D Crane Builders Inc

LICENSE NUMBER ROC 175959

This information is current as of 2024-08-20 13:04:18

Share this License or Send it to Yourself: Email | Save for Later

If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

CONTRACTOR

Business Entity Name	S D Crane Builders Inc
City and State	Tempe, AZ, 85281
Phone	4808321777
Status / Action	Active

LICENSE

Class & Description	General Commercial B-1 General Commercial Contractor
Entity Type	Corporation
Issued / Renewal	
First Issued	2002-06-09
Renewed Through	2026-06-30

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.

Name : Steven Daniel Crane
Position : Qualifying Party
Other Positions : OFFICER

Name : Linda Susan Crane
Position : Officer
Other Positions : OFFICER

Name : Steven Daniel Crane
Position : Officer
Other Positions : OFFICER

COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation. This website does not display all public sanctions or public information concerning a license's disciplinary history. Obtain any additional public information by using the Public Records Request form to confirm the license's entire history.

	CLOSED CASES	
0	0	0
Open Cases	Disciplined Cases	Resolved / Settled Cases

JOC RFP 24B-0711 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Michael R Nentwig EMPLOYER MESC

ADDRESS 211 N. 7th Street, Kingman AZ 86401 PHONE 928-718-3204

Working with the following Mohave Contract Specialist: Self

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

MRN I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.

The RFP evaluation criteria is as follows:

Basis of award: In accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(J), ARS §34-604(F)(9) and §41-2579(F)(9), award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) receive the highest score(s) under the method of scoring in the RFP. To qualify for evaluation, a proposal must have been submitted on time, and materially satisfy all mandatory requirements identified in this document.

Responsive proposals: A responsive proposal conforms in all respects to the material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

Responsible offeror: A responsible offeror is a firm or person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability that will assure good faith performance. Mohave shall determine an offeror to be responsible before awarding a contract to offeror.

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.

MRN 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.

MRN 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)).

MRN 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.

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MRN (Yes) _____ (No)

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

[ ] New Evaluator [MRN] 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?

[MRN] 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.

[MRN] 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 _____ **Date** July 5, 2024

Signature by Mohave: _____

JOC RFP 24B-0711 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Dan Haskins, CIP Division Manager EMPLOYER City of Chandler

ADDRESS 213 E Buffalo Street, Chandler AZ 85225 PHONE 480-782-3335

Working with the following Mohave Contract Specialist: Mike Nentwig

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

_X___ I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.

The RFP evaluation criteria is as follows:

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_X____ (Yes) _____ (No)

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Signature Dan Haskins **Date** 7/21/2024

Signature by Mohave: Lori Stephens

ARIZONA
STATE BOARD OF TECHNICAL REGISTRATION

Home / 59393 / 45629

45629

First Name DANIEL

Last Name HASKINS

License Status

Active

Discipline

ENGINEER/CIVIL

Initial Registration Date 20 Dec 2006

Expiration Date 31 Dec 2024

Address Line 1
215 E. Buffalo Street

City Chandler

State Arizona

Zip 85225

Phone 480-782-3335

JOC RFP 24B-0711 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Jonnie Deremo, President_____EMPLOYER GA Sports Construction, a General Acrylics, Inc Company

ADDRESS 22222 N. 22nd Ave., Phoenix, AZ 85027_____ PHONE: 602-569-937

Working with the following Mohave Contract Specialist: Michael Nentwig

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

__X__ I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.
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Signature _____ **Date** 7-15-24

Signature by Mohave: Lori Stryker

JOC RFP 24B-0711 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Kristy Hamm, CPPB, Contract Specialist EMPLOYER Mohave Cooperative

ADDRESS 211 N 7th St., Kingman, AZ 86401 PHONE (928) 718-3221

Working with the following Mohave Contract Specialist: Mike Nentwig, CPPB

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

kh I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.
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Signature _____ **Date** 7/8/24

Signature by Mohave: _____

JOC RFP 24B-0711 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Melissa Jimenez EMPLOYER MESC

ADDRESS 211 7th St. Kingman, AZ 86401 PHONE 520 888-9357

Working with the following Mohave Contract Specialist: Michael Nentwig

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

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

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[ ] New Evaluator [MJ] Returning Evaluator

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Signature _____ **Date** 7/8/24

Signature by Mohave:

JOC RFP 24B-0711 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Michael S. Carter, Contracts Manager EMPLOYER Mohave

ADDRESS 211 N. 7th St, Kingman AZ PHONE 928-753-6945

Working with the following Mohave Contract Specialist: Michael R Nentwig

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

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

Basis of award: In accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(J), ARS §34-604(F)(9) and §41-2579(F)(9), award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) receive the highest score(s) under the method of scoring in the RFP. To qualify for evaluation, a proposal must have been submitted on time, and materially satisfy all mandatory requirements identified in this document.

Responsive proposals: A responsive proposal conforms in all respects to the material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

Responsible offeror: A responsible offeror is a firm or person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability that will assure good faith performance. Mohave shall determine an offeror to be responsible before awarding a contract to offeror.

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.

mc 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.

mc 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)).

mc 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 wish or do not to be thanked in this manner, by indicating with Yes or No answer below:

mc (Yes) _____ (No)

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

[ ] New Evaluator [mc] 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?

[mc] 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.

[mc] 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 _____ Michael S. Carter, CPPB, NIGP-CPP _____ **Date** 7/5/2024

Signature by Mohave: _____

MOHAVE
COOPERATIVE

Date: June 11, 2024

To: Lari Staples, CPPO, Executive Director

Through: Michael S. Carter, CPPB, NIGP-CPP, Contracts Manager

From: Mike Nentwig, CPPB, Contract Specialist

Subject: RFQ 24B-0425 Final List Selection for Advancement

On April 25, 2024, Mohave received thirty-five responses to RFQ 24B-0425. All responses were evaluated and scored by the evaluation committee using the criteria set forth in the solicitation. The final list includes a maximum of twenty total persons/firms, for general contracting and each specialty contracting division listed. *(Listed in order of score placement)*

General Contractors Divisions 1-49:

- SD Crane Builders, Inc.
- SDB, Inc.
- McCarthy Building Companies, Inc.
- Chasse Building Team
- GCON, Inc.
- Edge Construction, LLC
- Caliente Construction, Inc.
- Skyline Builders & Restoration, Inc.
- Lloyd Construction Company, Inc.

Plumbing Division 22:

- Pueblo Mechanical & Controls, LLC
- McCarthy Building Companies, Inc.
- Midstate Mechanical, Inc.
- TDindustries, Inc.
- Sun Mechanical Contracting, Inc.

Heating, Ventilation and Air Conditioning Division 23:

- Pueblo Mechanical & Controls, LLC
- McCarthy Building Companies, Inc.
- Midstate Mechanical, Inc.
- TDindustries, Inc.
- HACI, Inc.
- Sun Mechanical Contracting, Inc.

It is the recommendation of the evaluation committee that this final list of offerors receive the subsequent Request for Proposal 24B-0711 for general contracting and/or specialty contracting.

Michael Nentwig, CPPB
Contract Specialist

Approval of the final list as recommended:

Signature: _____ Date: June 11, 2024
Michael S. Carter, CPPB, NIGP-CPP
Contracts Manager

Signature: _____ Date: June 11, 2024
Lari Staples, CPPO
Executive Director

RFQ 24B-0425 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Michael Nentwig, Contact Specialist EMPLOYER MESC

ADDRESS 211 N 7th Street Kingman AZ 86401 PHONE 928-718-3204

Working with the following Mohave Contract Specialist: Self

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

MRN 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 job order contracting services. The final list shall be no more than twenty firms.

MRN 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.

MRN 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)).

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

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MRN (Yes) _____ (No)

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

[ ] New Evaluator [MRN] 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?

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

_____

_____

_____

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[MRN] 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 _____ **Date** May 1, 2024

Signature by Mohave: _____

RFQ 24B-0425 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE _Robert R Franklin, Facilities Service Area Manager _ EMPLOYER _City of Scottsdale_____

ADDRESS _9191 E San Salvador Dr. Scottsdale, AZ 85258_____ PHONE __408-312-6725_____

Working with the following Mohave Contract Specialist: __Mike Nentwig _____

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

RF 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 job order contracting services. The final list shall be no more than twenty firms.

RF 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.

RF 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)).

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

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RF (Yes) _____ (No)

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

RF New Evaluator ☐ Returning Evaluator

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

_____

_____

_____

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

RF 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 _____ **Date** 05/01/2024

Signature by Mohave: _____

RFQ 24B-0425 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Dan Haskins CIP Division Manager EMPLOYER City of Chandler

ADDRESS 215 E Buffalo Street, Chandler AZ 85244 PHONE 480-782-3335

Working with the following Mohave Contract Specialist: Mike Nentwig

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

__X__ 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 job order contracting services. The final list shall be no more than twenty firms.

__X__ 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.

__X___ 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)).

__X___ I confirm that I have not received gratuities in the form of entertainment, gifts, or otherwise, that have been offered by any of the offerors 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 wish or do not to be thanked in this manner, by indicating with Yes or No answer below:
_____ (Yes) __X___ (No)

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

[DH] 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.

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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?

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

Liability

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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 Dan Haskins **Date** 5/1/2024

Signature by Mohave: Lori Stryker

ARIZONA
STATE BOARD OF TECHNICAL REGISTRATION

Home / 59393 / 45629

45629

First Name DANIEL

Last Name HASKINS

License Status

Active

Discipline

ENGINEER/CIVIL

Initial Registration Date 20 Dec 2006

Expiration Date 31 Dec 2024

Address Line 1
215 E. Buffalo Street

City Chandler

State Arizona

Zip 85225

Phone 480-782-3335

RFQ 24B-0425 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Jonnie Deremo, President_____EMPLOYER _General Acrylics, Inc. _____

ADDRESS _22222 N. 22nd Ave, Phoenix, AZ 85027_____ PHONE _602-569-9377_____

Working with the following Mohave Contract Specialist: _Mike Nentwig_____

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

___X__ 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 job order contracting services. The final list shall be no more than twenty firms.

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_____ (Yes) __X___ (No)

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

[X] New Evaluator [ ] Returning Evaluator

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

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[X] 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 _____, PRESIDENT **Date** 5.1.24

Signature by Mohave: Lori Stryker

RFQ 24B-0425 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Melissa Jimenez Contract Specialist EMPLOYER MESC

ADDRESS 211 N. 7th St. Kingman, AZ 86401 PHONE 520 888-9357

Working with the following Mohave Contract Specialist: Mike Nentwig, CPPB

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

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

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MJ (Yes) _____ (No)

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[ ] New Evaluator [MJ] Returning Evaluator

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_____

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Signature Melissa Jimenez **Date** 4/26/24

Signature by Mohave: Lori Stryker

RFQ 24B-0425 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Michael S. Carter, Contracts Manager EMPLOYER Mohave Educational

ADDRESS 211 N 7th St, Kingman AZ PHONE 928-753-6945

Working with the following Mohave Contract Specialist: Michael R. Nentwig

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

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

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[MC] 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 Michael S. Carter, CPPB, NIGP-CPP _____ **Date** 4/25/24

Signature by Mohave: Lori Stephens

RFQ 24B-0425 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE _Kristina Hamm, CPPB, Contract Specialist_____EMPLOYER ____Mohave Cooperative _____

ADDRESS _211 N. 7th St, Kingman, AZ 86401_____ PHONE ___928-718-3221_____

Working with the following Mohave Contract Specialist: ____Mike Nentwig, CPPB_____

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

_kh__ 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 job order contracting services. The final list shall be no more than twenty firms.

_ kh__ 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.

_ **kh**_ 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)).

_ **kh**__ I confirm that I have not received gratuities in the form of entertainment, gifts, or otherwise, that have been offered by any of the offerors 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 wish or do not to be thanked in this manner, by indicating with Yes or No answer below:
_____ (Yes) __x___ (No)

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

[ ] New Evaluator [kh] 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?

[kh] 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.

[kh] 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 _____ **Date** 4/25/24

Signature by Mohave: Lori Stryker

SAM.GOV

Requests | Notifications | Workspace | Sign Out

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Search | All Words | e.g. 1600N020Q02

Search Results | Saved Searches | Actions

Select Domain
Entity Information

- All Entity Information
- Entities
- Disaster Response Registry
- Responsibility / Qualification
- Exclusions

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Keyword Search

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

Simple Search | Search Editor

- Any Words
- All Words
- Exact Phrase

e.g. 123456789, Smith Corp

Entity

Entity Name

SD Crane Builders, Inc

Unique Entity ID

e.g. H1YRSTJHK65L

CAGE / NCAGE

Location

Status

- Active
- Inactive

Reset

No matches found

Your search did not return any results for active records.

Would you like to include inactive records in your search results?

Search Inactive | Go back

Debarred and Suspended Firms

SPO is responsible for maintaining a list of firms that are suspended or debarred from doing business with the State of Arizona.

THERE ARE NO SUSPENDED OR DEBARRED FIRMS AT THIS TIME.

COMPLIANCE

- Agency Procurement Authority
- Control Self-Assessment (CSA)
- Procurement Compliance Reviews (PCR)
- Compliance Hotline
- Debarred and Suspended Firms

MOHAVE COOPERATIVE

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SD Crane Builders, Inc
Response to RFQ 24B-0425

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Tab 3 - Additional Information ..... Please call Mohave for information.

Click section title to be taken directly to that section.

4/5/18 EH

MOHAVE
COOPERATIVE

Via Email
kburns@sdcranebuilders.com
lbrowning@sdcranebuilders.com

June 11, 2024

Attn: Steven D. Crane, President/CEO
SD Crane Builders, Inc.
1215 W. Rio Salado Pkwy, Ste 109
Tempe, AZ 85281

RE: Advancement under Request for Qualifications RFQ 24B-0425

Congratulations – your response has been advanced under RFQ 24B-0425. As per the Job Order Contracting process your firm must respond to the attached Request for Proposal 24B-0711 in order to be considered for a contract.

Authorized Division – General Contracting Divisions 1-49

Your proposal must be received in our Kingman office no later than Thursday, July 11, 2024 at 3:00 p.m.

NOTES:

- Your firm will only obtain a contract with Mohave if you are awarded under the RFP 24B-0711.
- Complete instructions for preparing your proposal are contained in the RFP.
- **Price proposal shall be submitted in a clearly marked, separate sealed envelope, included in your response.**

On behalf of Arizona's schools and all other Mohave members, we thank you for participating in this competitive process. Please contact me at (928) 718-3204, if there are any questions.

It is anticipated the procurement file for RFQ 24B-0425 and RFP 24B-0711 will be made available for public inspection on 9/1/24. Contact Mike Nentwig, CPPB at mike@mesc.org to request notification of when the procurement file has been made available.

Sincerely,

Michael Nentwig, CPPB
Contract Specialist

Attachments: JOC RFP 24B-0711.pdf
JOC RFP 24B-0711.docx
JOC RFP 24B-0711 Specifications.docx
JOC RFP 24B-0711 Open Book Pricing Workbook.xlsx

Offer and Signature Form
(Place after Tab 1a)

Request for Qualifications 24B-0425
Job Order Contracting for Various Construction Trades

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements specified within the solicitation and any amendment(s) issued prior to the solicitation opening. Offeror further agrees to furnish materials and/or services in compliance with all specified requirements, issued amendment(s), and any accepted exceptions/deviations noted by offeror in the solicitation, and in any subsequent awarded contract.

Federal Employer Identification Number 36-4496505

Company Name SD Crane Builders, Inc.

Address 1215 W Rio Salado Pkwy, Ste 109 City Tempe State AZ Zip 85281

Telephone Number 480.832.1777

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

SIGN HERE

Authorized Signature
Signature of Person Authorized to Sign the Statement of Qualifications

Printed Name Steven D. Crane Title President/CEO

Primary Email kburns@sdcranebuilders.com Alternate email lbrowning@sdcranebuilders.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.

A copy of suspension or debarment letter (if applicable) is placed after Tab 1a.

SD Crane Builders has never been suspended or debarred.

Confidential/Proprietary Submittal Form
(Place after Tab 1a)

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Any documentation marked as confidential or proprietary must be identified below. Any confidential or proprietary information NOT identified as instructed shall be deemed as non-confidential or non-proprietary.

- ***Pricing shall not be considered as confidential information.***
- ***Financial information after Tab 2h shall be considered as confidential information.***
- ***Your entire offer and any publicly known or available information shall not be considered as confidential/proprietary information.***

Confidential/Proprietary Submittals (mark one):

X — No confidential/proprietary materials have been included with this Statement of Qualifications.

_____ — Confidential/proprietary materials have been included with this Statement of Qualifications. Offerors shall identify below any portion of their Statement of Qualifications deemed confidential or proprietary (see General Terms and Conditions 4.1. Confidential Information Request).

The confidential/proprietary information identified below does not guarantee that disclosure will be prevented but that the item(s) will be subject to review by the offeror and Mohave prior to any public disclosure.

SD Crane Builders, Inc.
Firm

Authorized Signature

General Terms and Conditions
(Place after Tab 1c)

Some General Terms and Conditions may specify placement of information in tabs other than Tab 1c as noted in the title above. Pay close attention to placement information as indicated in select General Terms and Conditions.

1. AVAILABILITY OF FUNDS

Member funding availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.

2. 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.

3. CERTIFICATION

By signing the *Offer and Signature Form* (page 2 of the Request for Qualifications), offeror certifies the following:

a) Offeror has examined and understands the terms, conditions, scope of work, and other documents in this solicitation.

b) The submission of the offer did not involve collusion or other anticompetitive practices and that the offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) had or will occur. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.

c) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

d) Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state, has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.

e) Offeror agrees to comply fully with any and all provisions of A.R.S., Title 32, Chapter 10 (Registrar of Contractors) that may regulate offeror's business.

f) Offeror shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and A.R.S., Title 41, Chapter 9, Article 4).

g) Offeror is not currently suspended, debarred, or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity.

h) If awarded a subsequent contract, offeror agrees to promote, offer, and sell under Mohave contract, only those materials and/or services awarded to contract vendor by Mohave.

i) If awarded a subsequent contract, offeror shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Qualifications and the subsequent Request for Proposal.

j) If awarded a subsequent contract, offeror agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).

k) Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other current federal immigration laws and regulations, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance with current federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify employee eligibility verification program.

General Terms and Conditions
(Place after Tab 1c)

l) Offeror shall comply with A.R.S. §35-393.01 and certify that they are not currently engaged in and agree that for the duration of the contract to not engage in, a boycott of Israel.
m) If applicable to the products and services offered under this contract, Offeror shall comply with current applicable requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA), and accompanying regulations. Contract vendor agrees to work with the member in the course of performance so that the member and contract vendor are in compliance with HIPAA.
n) Pursuant to A.R.S. § 35-394, by signing the *Offer and Acceptance Form* the offeror entering into a subsequent contract with Mohave certifies they do not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

4. CONFIDENTIAL INFORMATION

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

4.2. Public record: All Statements of Qualifications 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 multiple contracts, with the exception of information deemed confidential by Mohave.

5. CONFIRMATION

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

Mohave may contact an offeror to confirm our understanding of the Statement of Qualifications. 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 Statement of Qualifications shall only be allowed as described in Arizona procurement rules and code.

6. CONSTRUCTION

6.1. Construction services: Construction, and one or more related services, such as maintenance services, operations services, design services and preconstruction services are services authorized in the definition of JOC.

6.2. Subcontractor: A person who contracts to perform work or render service to a contractor or to another subcontractor as a part of a contract with Mohave.

7. CONTRACT MANAGEMENT

7.1. 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.

7.2. 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.

General Terms and Conditions
(Place after Tab 1c)

7.3. Contract claims or controversies: The requirements of the Arizona procurement code shall govern any contract awarded as a result of the subsequent RFP, as well as any subsequent RFP 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 A.R.S., 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. A.R.S., 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.

7.4. Severability: The provisions of any subsequent contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

8. COOPERATIVE PURCHASING

8.1. Cooperative purchasing: Any subsequent awarded contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any offer that prohibits sales to specific types of members (e.g., state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

8.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

8.3. Eligible agencies: Any subsequent contract awarded from this solicitation shall be available to all Mohave members. Members shall have a current signed Mohave Cooperative Purchase Agreement. Member is defined as Arizona public school districts, cities, counties, state agencies, community colleges, universities, political subdivisions, and qualifying non-profit educational and public health organizations that meets the requirements of §115 of the Internal Revenue Code. Mohave has approximately 480 members throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract shall be at the sole discretion of Mohave's members.

8.4. Most favored customer relationship: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through any subsequent awarded contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice and approval.

9. EVALUATION and AWARD

9.1. Basis of award: In accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(C), A.R.S. §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.

9.2. Exceptions/deviations to requirements: All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your Statement of Qualifications from further consideration. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.

General Terms and Conditions
(Place after Tab 1c)

9.3. Formation of contract: No contracts shall be awarded from the Request for Qualifications.

9.4. Interviews: Mohave shall not hold interviews during the evaluation of this Request for Qualifications.

9.5. Maximum JOC order: The maximum dollar amount of an individual JOC order shall be one million dollars or such higher or lower amount prescribed by the purchasing agency in an action noticed pursuant to A.R.S., Title 38, Chapter 3, Article 3.1 or a rule adopted by the purchasing agency as the maximum amount of an individual JOC order. Requirements shall not be artificially divided or fragmented in order to constitute a JOC order that satisfies this requirement.

9.6. Method of evaluation: Mohave shall select a committee of not more than seven (7) members to evaluate the Statements of Qualifications. Composition of the committee shall comply with Arizona Administrative Code, Article 11: School District Procurement R7-2-1107, A.R.S. §34-604(C)(3) and §41-2579(C)(3).

9.7. Multiple award: To ensure 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 similar job-order-contracting construction services within a specialty division (e.g., Division 22 Plumbing and Division 23 HVAC) or within all divisions in the subsequent Request for Proposal. 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.

A multiple award shall be made only if Mohave 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 member's 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.

9.8. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies, and Mohave. 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.

9.9. Request for Proposal: The evaluation committee shall determine a final list of offerors to receive a subsequent Request for Proposal for general contracting and/or specialty contracting.

9.10. 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.

General Terms and Conditions
(Place after Tab 1c)

10. INSURANCE

10.1. Certificate of insurance: Evidence of the required insurance shall be provided with your Statement of Qualifications by means of a current certificate of insurance with the coverages as stated within the requirements below. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave Educational Services Cooperative, Inc. as the certificate holder.

Certificate of insurance (or certificates of insurance if using multiple carriers) shall include, at a minimum, coverage for:

- General Liability
- Automobile liability
- Umbrella or Excess Liability (*If needed to meet aggregate amount*)
- Workers' Compensation

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract. Contract vendor must also be willing, upon request, to add any member as an additional insured entity. Offeror will have the opportunity to include any applicable pricing for these additional certificates in the subsequent Request for Proposal.

Provide evidence of current insurance coverage after Tab 2i.

Failure to provide the coverages stated above, with any minimum stated aggregate amounts provided in the requirements below, shall render your response to the request for qualifications as non-responsive.

10.2. Deductibles: Contract vendor shall pay the deductibles required by the insurance provided under this contract.

10.3. Liability insurance: Prior to commencing services under an awarded contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive general liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than $2,000,000.

10.4. Scope of Insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.

10.5. Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor, member and Mohave.

10.6. Umbrella/Excess Liability insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract. Contract vendor may use umbrella/excess liability insurance to meet the general liability aggregate amount of not less than $2,000,000.

10.7. Workers' compensation insurance: Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will comply with Arizona state statute and evidenced by a certificate of insurance.

General Terms and Conditions
(Place after Tab 1c)

11. LICENSES

A contract vendor for JOC construction services shall be licensed to perform construction pursuant to A.R.S., Title 32, Chapter 10. The contract vendor shall maintain in current status all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by contractor. The contract vendor shall remain fully informed of and in compliance with all current ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, are suspended, or terminated. Contact vendor shall immediately notify Mohave of any expiration, lapse, suspension, or termination of license(s).

12. 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 subsequent proposal and/or its own investigation of the company.

13. PREPARATION OF THE STATEMENT OF QUALIFICATIONS and STATEMENT OF QUALIFICATIONS FORMAT

13.1. Modification of Statement of Qualifications: An offeror may modify a Statement of Qualifications in writing at any time before Request for Qualifications opening if the modification is received before the Request for Qualifications due date and time at the location designated in the Request for Qualifications for receipt of Statement of Qualifications.

13.2. Compliance with instructions: Offeror's ability to follow Statement of Qualifications preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of the subsequent RFP. The quality of organization and writing reflected in the Statement of Qualifications will be considered to be an indication of the quality of organization and writing which would be prevalent for any contract that may be awarded. As a result, the Statement of Qualifications will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

13.3. Cost of Statement of Qualifications preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

13.4. Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification on any item or requirement that is unclear, and check all responses for accuracy before submitting Statements of Qualifications. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

13.5. Statement of Qualifications 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 Statements of Qualifications shall not be considered.

14. PRICING

14.1. Basis for pricing: Contract pricing under the subsequent request for proposal awards shall be based upon: Coefficient applied to a UPB; and/or Open Book pricing; and/or discount applied to Trade Service price guide.

14.2. Pricing requirements: Pricing is not requested in the Request for Qualifications and shall not be included in your response.

General Terms and Conditions
(Place after Tab 1c)

15. PROSPECTIVE BIDDERS REGISTRATION

Any vendor not responding to two (2) consecutive solicitations 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.

16. PROTESTS

Protests shall be filed with the Executive Director (the District Representative), and shall be resolved in accordance with Arizona procurement rules and code, A.R.S., Title 41, Chapter 23, Article 9 (https://www.azleg.gov/arstitle) and State Board Rules R7-2-1001 through R7-2-1196 (https://azsos.gov/rules/arizona-administrative-code). *A protest must be in writing and must be filed with the Executive Director, (Lari Staples, CPPO), by email at protests@mesc.org.* The interested party shall coordinate with the author of the solicitation for delivery of the protest documents. 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. Reservations need to be made in advance for any live public inspection of documents. 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;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorney's fees and costs along with the costs for the hearing.

17. STATEMENT OF QUALIFICATIONS ACCEPTANCE PERIOD/WITHDRAWAL

17.1. Late Statement of Qualifications: Except as authorized by Arizona procurement rules and code, late Statements of Qualifications shall not be considered.

17.2. Withdrawal of Statement of Qualifications: An offeror may withdraw a Statement of Qualifications in writing at any time before Request for Qualifications opening if the withdrawal is received before the Request for Qualifications due date and time at the location designated in the Request for Qualifications for receipt of Statement of Qualifications. After the opening time and date, Statement of Qualifications may not be withdrawn, except as allowed by Arizona procurement rules and code.

18. STATEMENT OF QUALIFICATIONS OPENING

Statements of qualifications shall be opened immediately following the Request for Qualifications due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the Statement of Qualifications shall remain confidential until after award of subsequent contracts, with the exception of review by Mohave staff and selected evaluators.

General Terms and Conditions
(Place after Tab 1c)

19. SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its Statement of Qualifications notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state, or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any subsequent contract. **Letter shall be placed after Tab 1a.**

20. TERM OF CONTRACT AND EXTENSION

20.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified product, material, process, or services from the subsequent Request for Proposal awards. 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.

20.2. 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).

21. TIME (DEFINITION OF)

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

General Terms and Conditions Acceptance Form
(Place after Tab 1c)

Signature on Page 2 certifies complete acceptance of the General 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 General Terms and Conditions:

☒ **We take no exceptions/deviations to the General 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 General Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding General Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions. Provide details on your exceptions/deviations below:**

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

Scope of Work
(Place after Tab 1d)

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for Job Order Contracting for Various Construction Trades as specified within this Request for Qualifications. These services are requested for Mohave's statewide membership of approximately 480 public agencies. However, other members may be added during the term of an awarded contract(s). A current list of all members can be found on Mohave's website at www.mesc.org. Contracts, in whole or in part, shall be awarded to offeror, or offerors, for an initial one (1) year term and four (4) potential one-year extensions (contract modification).

Mohave may procure, as an entity for its membership, construction, and construction service contracts, as applicable, using the following project delivery method: Job Order Contracting, as stated in Arizona Administrative Code, Title 7, Chapter 2, Articles 10 & 11 and A.R.S. Title 41, Chapter 23, Article 5. Mohave's use of alternative project delivery methods for construction contracts is in accordance with the Arizona Administrative Code, Title 7, Chapter 2, Articles 10 & 11, A.R.S. Title 41, Chapter 23, Article 5, and A.R.S. Title 34, Chapter 6, Article 1. Services shall be procured in accordance with the referenced rules.

This 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 construction services. The final list shall include a maximum of twenty total firms. Mohave is estimating that no more than two specialty contracting divisions will be considered beyond general contracting. Of these possible twenty firms no more than five contracts will be awarded per division for multiple contracts for similar job order contracting construction services to separate persons.

Because any work under this contract will be on a job order basis, exact project details are not available. General information on the project site, scope of work, schedule, project design and construction budget, or life cycle budget information shall be provided by members prior to usage of awarded contracts. Specifications will be included in the subsequent Request for Proposal issued to firms whose Statements of Qualifications make the final list. Those specifications will form the basis for any work to be performed. The specifications are intended to indicate the requirements of Mohave's members, which will include generally accepted practices in the construction industry.

Mohave has not determined if Job Order Contracting (JOC) contracts will be awarded on a general contracting, specialty contracting, or combination basis. For purposes of this Request for Qualifications, specialty contracting divisions requested are Division 22 Plumbing and Division 23 Heating, Ventilation, and Air Conditioning.

Mohave has current contracts for related work (e.g., electrical, JOC fencing, flooring, roofing, electronic safety and security, fire suppression, painting, asphalt paving). Any contract awarded as a result of this Request for Qualifications will be in addition to those contracts but will not replace them. The Mohave member shall retain the right to determine which contracts are in their best interests.

Mohave desires to contract with a qualified and experienced offeror, or offerors, to provide quality Job Order Contracting (JOC) for various construction trades for Mohave's statewide membership. Various construction trades in the subsequent Request for Proposals may include, but not be limited to: construction, repair, rehabilitation, and alteration services.

Under JOC, a master contract is established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). Pricing may also be established through an Open Book Pricing methodology. Open Book Pricing allows the contract vendor to apply a predetermined General and Administrative (G&A) percentage and profit mark-up to subcontractor price quotes or total direct project costs.

Scope of Work
(Place after Tab 1d)

Trade Service along with an established labor hourly rate may be used for service and repair projects. When a specific project or job order is issued, the member and the contractor agree on the scope of work, pricing methodology to be used, and the cost is determined by applying the agreed upon pricing methodology for the entire project. **Statements of Qualifications shall not include pricing, coefficients or general and administrative percentage and profit mark-up information.**

Mohave currently has five JOC contracts (19F-0808) for general contracting. Activity under the contracts from September 4, 2019 including year to date activity (as of the publication date of this RFQ) is $61,834,936.

Mohave currently has five JOC contracts (19F-0808) for Division 22 and Division 23. Activity under the contracts from September 4, 2019 including year to date activity (as of the publication date of this RFQ) is $122,189,549.

This information is provided as an aid to vendors in preparing Statements of Qualifications only. If awarded a contract under a subsequent RFP, the coefficient(s) and any other pricing shall apply regardless of the dollar volume of orders under the contract. Work shall be performed at various locations statewide.

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 Qualifications Issued	Tuesday, March 26, 2024
Pre-qualifications Conference Held (**non-mandatory**)	April 10, 2024 at 10:00 a.m. (local AZ time) Pre-qualifications conference will be held using teleconferencing. Please contact Mohave for reservation details.
Deadline for Questions	Thursday, April 18, 2024 at 5:00 p.m. (local AZ time)
Published Request for Qualifications Due Date, Time, and Location	Thursday, April 25, 2024 at 3:00 p.m. (local AZ time) 211 N 7th St, Kingman AZ 86401
Public Opening of Request for Qualifications	Thursday, April 25, 2024 at 3:00 p.m. (local AZ time)
Selection of Final List (*estimated date only*)	Thursday, May 30, 2024 NOTE: Notification will be sent by email to all selectee(s) and non-selectee(s) for the final list on or before this date.
Request for Proposals Issued to Final list Selectees (*estimated date only*)	Thursday, May 30, 2024

Scope of Work
(Place after Tab 1d)

3. SUBMISSION OF STATEMENT OF QUALIFICATIONS

3.1. The Statement of Qualifications shall 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 terms and conditions, as well as the completeness and clarity of the submittal content.

3.2. The offeror must submit its Statement of Qualifications following information detailed in the *Instructions to Offeror and Checklist Form.*

3.3. A Statement of Qualifications submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after opening date and time.

4. CONTRACT TYPE

No contracts shall be awarded from this Request for Qualifications. However, contracts for an initial one (1) year term and four (4) potential one-year extensions will be awarded in the subsequent Request for Proposal.

5. EVALUATION CRITERIA

The weighted award criteria for this solicitation are as follows:

Criteria	**Points**
Offeror's qualifications and experience	40
Quality of the Statement of Qualifications	20
Offeror's contract management plan	10
Offeror's quality management plan	10
Offeror's subcontractor selection and management plan	5
Offeror's financial capacity	5
Offeror's safety management plan, safety training plan, and EMR	5
References, past performance information and other pertinent information	5
Total	**100**

References used for terms and conditions: (acronyms used in the solicitation are noted in bold font below):

Arizona Administrative Code **(A.A.C)**: https://azsos.gov/rules/arizona-administrative-code

Arizona Executive Orders: https://azgovernor.gov/executive-orders

Arizona Revised Statutes **(A.R.S.)**: https://www.azleg.gov/arstitle/

State of Arizona Accounting Manual - Travel Policy: Section IID - Section II **(SAAM)**: https://gao.az.gov/travel/welcome-gao-travel

Code of Federal Regulations **(CFR)**: https://www.ecfr.gov

Education Department General Administrative Regulations **(EDGAR)**: https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html

E-Verify: https://www.e-verify.gov/employers/enrolling-in-e-verify

Davis-Bacon Wage Decision: https://www.dol.gov/

Public Law: https://www.congress.gov/public-laws/116th-congress

Uniform Commercial Code as adopted by the State of Arizona **(UCC)**: https://www.azleg.gov/arsDetail/?title=47

United States Department of Housing and Urban Development **(HUD)**: https://www.hud.gov

Scope of Work
(Place after Tab 1d)

Additional references and definitions used for specifications: (acronyms used in the solicitation are noted in bold font below):

Construction Specifications Institute (**CSI**): https://www.csiresources.org

April 25, 2024

Mohave Educational Services Cooperative
Attn: Contracts Dept.
277 N. 7th St.
Kingman, AZ 86401

RE: Job Order Contracting for Various Construction Trades | RFQ 24B-0425

Dear Members of the Selection Committee:

Thank you for considering the SD Crane Builders Team for the Job Order Contracting for Various Construction Trades. Since our inception in 2002, we have been committed to the communities we serve and are excited for the opportunity to partner with Mohave and its Members. A few reasons SD Crane Builders is the **BEST CHOICE GENERAL CONTRACTOR** for the Mohave JOC include:

WE ARE A JOC CONTRACTOR | We are currently on the Mohave Contract and have over 60 projects contracted using the Mohave JOC. We have more than 20 years of JOC experience and are currently managing 12 Job Order Contracts. Our expertise is in Job Order Contracts, constructing 2,016 JOC projects and counting.

CUSTOMER SATISFACTION | The cornerstone of our mission statement is *"The job is not complete until the Customer is 100% satisfied."* This starts in preconstruction and continues all the way through the warranty period. SD Crane Builders stands behind all our work and we are ready to start immediately.

PROVEN TRACK RECORD | Our fail-safe construction management process gives us a proven track record of consistently delivering projects **ON TIME** and **WITHIN BUDGET**. We will use these same best practices to ensure the project requirements are all met while using the Mohave JOC.

WHATEVER IT TAKES | This is more than just our motto. It is the promise and commitment SD Crane Builders guarantees. Honesty, integrity, **EXTREME CUSTOMER SERVICE**, teamwork, and safety are our founding values. We look forward to the opportunity to continue to work with you on the JOC for General Contracting Services.

Sincerely,

Steven D. Crane, President/CEO
1215 W. Rio Salado Pkwy., Suite 109 • Tempe, AZ 85281
480.832.1777 • scrane@sdcranebuilders.com

Company Name:

SD Crane Builders, Inc.

Address:

1215 W. Rio Salado Pkwy. #109 Tempe, AZ 85281

Telephone Number:

480-832-1777

Fax Number:

480-832-1798

Name of Primary Contact:

Keith Burns

Email Address of Primary Contact:

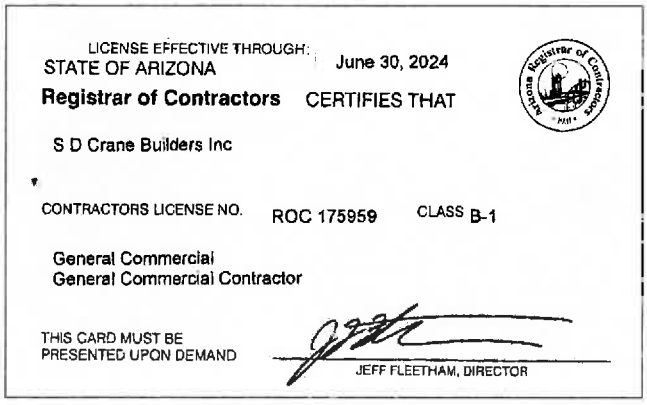
kburns@sdcranebuilders.com

Number of Years in Business:

22

License(s) held by the firm: License(s) shall include the current Arizona Contractors license number applicable to perform the scope of work. A copy of your pending or current license shall be included in your response.

Arizona General Commercial Contractor.
Class: B-1. Number: ROC 175959



LICENSE EFFECTIVE THROUGH: June 30, 2024
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT

S D Crane Builders Inc

CONTRACTORS LICENSE NO. ROC 175959 CLASS B-1

General Commercial
General Commercial Contractor

THIS CARD MUST BE PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

If the firm has more than one office, provide specific information about the parent company and administering office, and other branch offices.

N/A

Indicate whether your firm is submitting a Statement of Qualifications for general or specialty contracting.

SD Crane Builders is submitting our Statement of Qualifications as a General Contractor.

If your firm is submitting as a specialty contractor, include a list of the divisions, (as defined by the Construction Specifications Institute), for the work you will perform.

- *If your firm is submitting as a specialty contractor and does not hold a contractor's license for that specialty, explain in detail how you will perform the services requiring these licenses.*
- *In addition to the detailed explanation, provide a determination from the Arizona Registrar of Contractors that a license is not required.*

NA

> ***SD Crane has been fantastic to work with from a financial and contractual management perspective. They respond well to changes and are easy to work with."***
>
> *– Darren Farar,*
> *Utilities Manager, Town of Queen Creek*

FORM OF OWNERSHIP

2E

Indicate the type of ownership (corporation, joint venture, limited liability company, sole proprietorship, etc.)

SD Crane Builders is a sub "S" Corporation.

If responding as a joint venture with fewer than two relevant projects, submit qualifications for each firm.

NA

> ***SD Crane Builders SUCCEEDED and EXCELLED with all of the requirements. I would not hesitate to recommend SD Crane to any future prospective Owners."***
>
> *– Bill Pittenger, AIA,*
> *Principal, SPS+ Architects*

Provide information about the firm's personnel resources (average size of workforce, position classifications, experience, training, location(s) of personnel).

SD Crane Builders has an average size workforce of 31 dedicated construction professionals with position classifications including:

- 16 Superintendents
- 2 Estimators
- 3 Project Managers
- 4 Executive staff
- 6 Support staff

More than half of our employees have been with us for five years or longer, demonstrating our commitment to fostering long-term relationships. Our on site staff undergoes regular OSHA training, with our Superintendents, Project Managers, and Estimators all holding OSHA 30-Hour certifications.

Our company personnel all have experience working on Job Order Contracts. Our Team currently manages 12 contracts and delivers approximatively 250 JOC projects a year. Not only do we perform work under our various JOC's, but we have completed projects for private Owners like storage facilities, community centers, and car dealerships. We have completed work with public entities in secured areas like airports and high profile buildings such as the Arizona State Supreme Court.

SD Crane Builders' headquarters office is located in Tempe. Our office personnel work at our headquarters building and our site personnel work on their assigned project sites.

Include information about support staff (e.g., office workers, project administrators).

LARA BROWNING

DIRECTOR OF ADMINISTRATION

Years in Industry: 22
Years with SD Crane: 7

As Director of Administration, Lara oversees the office personnel and daily operations. She is responsible for updating and maintaining company policies and is the liaison for human resources. Lara maintains the business IT needs in the office and in the field. She manages and negotiates Client and Subcontractor contract agreements. Lara is an expert in the construction administration field and brings her wealth of knowledge to the SD Crane Builders' Team.

DENISE BAKER

ACCOUNTING MANAGER

Years in Industry: 36
Years with SD Crane: 15

As the head of the accounting department, Denise ensures the financial systems and records maintain accuracy. She oversees production of financial reports and ensures the results comply with accounting principles and report standards. She is responsible for tax and audit compliance, and oversees receivables and payroll. Denise provides internal financial reporting with an emphasis on revenue and expenditure variance analysis.

Denise has a BFA in Theatre from Oral Roberts University; Association of Bookkeepers Certification for Continued Education; and is a Certified ProAdvisor in QuickBooks.

CHRISTINE HIGHTOWER

PROJECT ACCOUNTANT

Years in Industry: 13
Years with SD Crane: 4

Christine is a detail oriented project accountant with experience in a variety of accounting industries. She excels at reporting methods, financial statistics, and monitoring project funds. Christine collects and analyzes project financial information and prepares regulatory reports for the Executive Team. She investigates and rectifies project variances. She manages check runs and company payables.

MEGAN CARNICLE

BUSINESS DEVELOPMENT AND MARKETING

Years in Industry: 9
Years with SD Crane: 7

Megan is responsible for driving the expansion of SD Crane Builders' creative and entrepreneurial approach. She cultivates business relationships through networking, industry events, and outbound marketing. Megan coordinates all marketing attributes including strategic proposal and presentation development. She manages various advertising, promotional initiatives, and company branding. She plans all company functions and is responsible for the firm's social media accounts.

KIM MONARCH

ESTIMATING COORDINATOR

Years in Industry: 2
Years with SD Crane: 2

Kim works along side the Preconstruction Team in their daily activities including preparing, organizing, and maintaining all aspects of any estimating documents. She works closely with the Estimators to review Subcontractors in our data base and sends solicitations to them. Kim tracks all Vendor bids and reviews them with the Team. She also manages Subcontractor qualification submissions and verifies current licensing.

CINDY DONOVAN

SENIOR PROJECT COORDINATOR

Years in Industry: 40
Years with SD Crane: 12

Cindy's extensive construction and administration background, paired with attention to detail, gives her a tremendous advantage when it comes to project coordination. She manages the distribution of all submittals, RFI's, construction schedules, drawing revisions, and Subcontractor change orders. She will work as a direct assistant to our Project Manager and act as a company liaison to our Suppliers and Vendors.

BETHZY PARA

PROJECT COORDINATOR

Years in Industry: 14
Years with SD Crane: 7

Bethzy is a highly motivated and organized individual. Her high-level skill set has enabled her to work on projects including remodels, renovations, additions, and new build construction. Bethzy's responsibilities include aiding the Project Team in contract documentation, insurance updating, and procuring any background checks and clearances necessary. Bethzy is experienced in managing federally funded projects that require Davis Bacon Wages as well as School Facility Board funded projects.

NIKKI CONWAY

PROJECT COORDINATOR

Years in Industry: 27
Years with SD Crane: 6

As Project Coordinator, Nikki will work directly with the Subcontractors to ensure that contract documents are understood and certificates of insurance requirements are adhered to. She manages all requests for information's, safety data sheets, and as-builts. She will request all maintenance and repair manuals and prepare the closeout documents for the Owner's Group. Nikki will assist in scheduling any needed final closeout training for the facility Members.

Provide detailed information describing education, training, and qualifications for key personnel (e.g., general management, project management, estimator, engineer, construction superintendent, FAA project experience and training).

STEVEN CRANE

PRESIDENT/CEO

As president and principal in charge of SD Crane Builders, Steven knows what it takes to make any project a success. His past industry and JOC experience, combined with his knowledge of running and operating SD Crane Builders, has made him an industry expert. He will bring valuable insight and proficiency to each Mohave project.

Education/Training: BS, Business Management, Grossmont College

Years in Industry: 44
Years with SD Crane: 22

KEITH BURNS

DIR. OF CONSTRUCTION/GENERAL MANAGEMENT

Keith has extensive industry experience, high-level of customer service knowledge, and a great reputation with Owners and Subcontractors. As Director of Construction, Keith oversees all projects from preconstruction, operations, and closeouts. He is experienced in the use of many different JOC contracts, UBP's and Open Book pricing methods, and performing School Facility Board funded and federally funded projects. He truly understands construction and will bring a collaborative approach to all JOC projects. He will work directly with the Mohave Members to finalize different project goals and develop a plan to achieve them.

Education/Training: BS, Accounting, University of Phoenix; OSHA 30-Hour

Years in Industry: 23
Years with SD Crane: 12

KYLE BURNS

PROJECT MANAGER

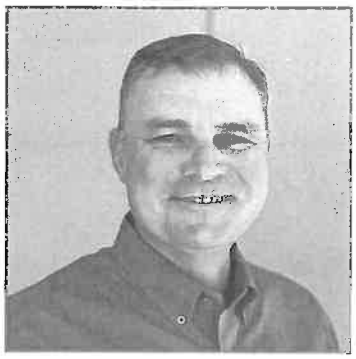
Kyle is a proficient Project Manager, both in managing the day-to-day activities of a project and communicating with the project personnel. His key responsibilities are planning, executing, and finalizing projects while adhering to strict deadlines and budget requirements. He reviews all Subcontract agreements, manages change orders, and attends all project meetings. Kyle has extensive experience in projects performed in high profile buildings with particular security clearances and procedures.

Education/Training: BS, Business, University of Phoenix; OSHA 30-Hour

Years in Industry: 25
Years with SD Crane: 8

JUSTIN TUNSTILL

PROJECT MANAGER



As Project Manager, Justin will be the main contact during construction once assigned to a project. He will be responsible for coordinating the Project Team, managing the schedule, updating the project budget, and submitting all financial reporting. Justin will work with Owners that have specialized projects scopes and verify the secure area procedures are adhered to. He has years of experience working with Mohave Members all around the state of Arizona.

Years in Industry: 22
Years with SD Crane: 7

Education/Training: OSHA 30-Hour

MATT SPRENGER

PRECONSTRUCTION/ESTIMATOR

Matt brings valuable perspective and insight to the SD Crane Builders' preconstruction department. His role as Estimator includes project cost assessment, Subcontractor budget development, and value engineering reviews. This includes acquiring resources and coordinating the efforts of third-party Contractors or Consultants in order to deliver projects according to plans, specifications, and contract documents. Matt manages his estimates through various methods of UBP's and Open Book pricing.

Years in Industry: 17
Years with SD Crane: 5

Education/Training: OSHA 30-Hour

ADAM CHERILLA

PRECONSTRUCTION/ESTIMATOR

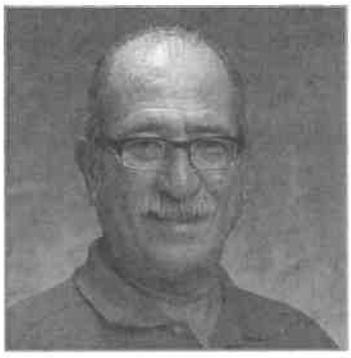
In order to achieve effective budget estimating and adherence to the construction schedule, Adam will provide preconstruction services from the design phase through project completion. He is accomplished in the procedures necessary for federally funded and school bond funded projects. Adam's responsibilities include project analysis, constructibility reviews, and Owner proposal creation. He will communicate all requirements to the Subcontractors and attend job walks to verify the project scope of work. He will not only submit the cost quotations during preconstruction, but will also work with the Operations Team on clarifying any RFI's and possible change orders.

Years in Industry: 4
Years with SD Crane: 3

Education/Training BS, Finance, Arizona State University; OSHA 30-Hour

TOM ADAMCIK

GENERAL SUPERINTENDENT



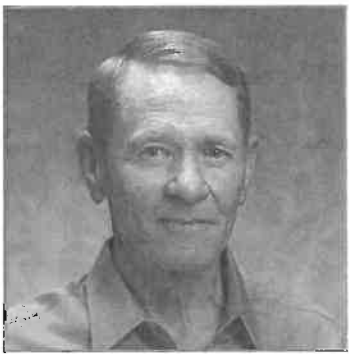
Tom brings his construction experience to the job site and uses it to solve project complexities. He has a Whatever it Takes mindset on every project and will not be done until the Owner is 100% satisfied. Tom is responsible for over seeing the entire Field Team and conducting quality control inspections. Tom will attend preconstruction walks, project meetings, and coordinate any additional needs the Owner may have. He is excellent at reviewing plans and specifications as well as providing value engineering options.

Education/Training: OSHA 30-Hour

Years in Industry: 38
Years with SD Crane: 13

CLIFF HALL

GENERAL SUPERINTENDENT



With Cliff's extensive construction experience, his biggest asset is his constructability reviews. Cliff is skillful in developing the best practices to perform the various scopes of work a JOC project requires. He is a professional in every aspect while managing his job sites including safety, quality control, and ensuring the project is completed on time. Cliff will coordinate and direct all daily field activities as well as lead weekly Subcontractor meetings. Cliff is trained in site supervision for active school campuses and active government buildings.

Education/Training: OSHA 30-Hour

Years in Industry: 50
Years with SD Crane: 20

NORM ANDERSON

SUPERINTENDENT

Norm will be on site every day, manage field operations, and coordinate all site activities with facility users. He will enforce the project safety protocols and attend project meetings. Norm will also administer design reviews and provide value engineering ideas to maintain focus on the project schedule requirements.

Education/Training: OSHA 30-Hour

Years in Industry: 46
Years with SD Crane: 4

TODD BEGIN

SUPERINTENDENT

Todd has a keen eye for safety on each of his projects and is well versed at accelerated scheduling. These two skills are imperative for every JOC project. He is not only well-versed in supervising and scheduling crews, but is also skilled at enforcing quality control. Todd's experience gives him a deep understanding of the time necessary to complete Job Order Contract projects.

Education/Training: OSHA 30-Hour

Years in Industry: 35
Years with SD Crane: 5

SEVERIANO FAVELA

SUPERINTENDENT

Severiano is a knowledge Superintendent and has many years of experience in construction supervision. Overall, Severiano is responsible for the supervision of the day-to-day construction activities including safety management, quality control, schedule adherence, and management of Subcontractors. He is Customer driven and understands the importance of sustaining Client relations.

Education/Training: OSHA 30-Hour

Years in Industry: 20
Years with SD Crane: 3

MIKE KUHL

SUPERINTENDENT

Mike is a building renovation specialist, focusing on adaptive re-use. He has an eye for safety on each of his JOC projects and is skilled at fast-track scheduling. He manages the overall site construction and verify scopes of work are completed per the Owner requirements. Mike is skilled in completing projects in sensitive areas and understands the necessary steps to keep site security a priority.

Education/Training: OSHA 30-Hour

Years in Industry: 30
Years with SD Crane: 14

JEFF MURRAY

SUPERINTENDENT

Jeff has a diverse construction background and is experienced in ground up construction as well as tenant improvement projects. He will be responsible for weekly site meetings and enforcing the project schedule and safety requirements. He is gifted in managing the project Subcontractors to ensure the highest level of quality work is performed. Jeff maintains all field documentation such as permits, inspections, and up to date as-builts.

Education/Training: OSHA 30-Hour

Years in Industry: 23
Years with SD Crane: 6

MARCUS RITZE

SUPERINTENDENT

While supervising Job Order Contract projects, Marcus is versed in interpreting plans and having the ability to forecast project schedules. He thinks outside of the box to find solutions in order to maintain project goals. Marcus has managed multiple simultaneous projects and has the understanding of what it takes to complete multiple JOC projects on time.

Education/Training: OSHA 30-Hour

Years in Industry: 26
Years with SD Crane: 3

GABE SALGADO

SUPERINTENDENT

Gabe's responsibilities begin during preconstruction. He will assist the Estimating Team in performing detailed plan reviews while identifying the best means and methods for construction. Gabe is proficient in determining Job Order Contract scopes of work and the Subcontractors and Suppliers necessary for the project. During construction, he will manage Subcontractor manpower to complete projects on schedule and within budget.

Education/Training: OSHA 30-Hour

Years in Industry: 25
Years with SD Crane: 1

JOSH STOVALL

SUPERINTENDENT

Josh has extensive experience in interior building renovations and ground up buildings. He excels at quick construction schedules and understands the flexibility needed in a JOC project. He has been the Superintendent for secured facility and educational projects through various JOC methods. Josh is skilled in high level safety requirements and quality control inspections.

Education/Training: OSHA 30-Hour

Years in Industry: 38
Years with SD Crane: 4

JIM THORPE

SUPERINTENDENT

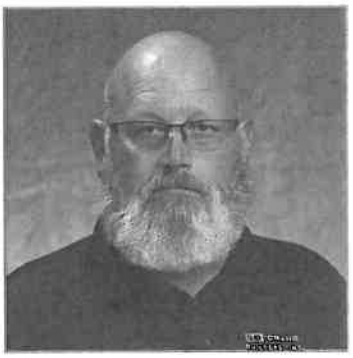
As Superintendent, Jim will have daily communication with the Owner's Group and our assigned Project Team to ensure that his projects stay within budget and on time. He has a knack for providing value engineering and innovate ways to help stretch the Owner's dollar further. Jim's project budget awareness and schedule management abilities make him a skillful Job Order Contract Superintendent.

Education/Training: OSHA 30-Hour

Years in Industry: 39
Years with SD Crane: 2

BILL WILLIAMS

SUPERINTENDENT



Bill is a meticulous and solution-oriented Superintendent with strong troubleshooting skills that progress milestones and ensure on time project completions. He is resourceful in performing work in secured areas as well as occupied buildings. Bill is proficient in quality control inspections while on site and always upholds the highest standards of safety.

Education/Training: OSHA 30-Hour

Years in Industry: 46
Years with SD Crane: 7

Describe your plan for personnel recruitment.

SD Crane Builders primarily sources new recruits through employee recommendations, seeking individuals who resonate with our dedicated Whatever it Takes mindset. Our recruitment strategy prioritizes candidates with five to ten years of trade experience and a background in project management.

Additionally, we will complete Department of Public Safety background checks and fingerprinting procedures for all new employees. Our Superintendents specifically maintain fingerprint cards necessary for school and government related projects.

Provide an organization chart for your firm.

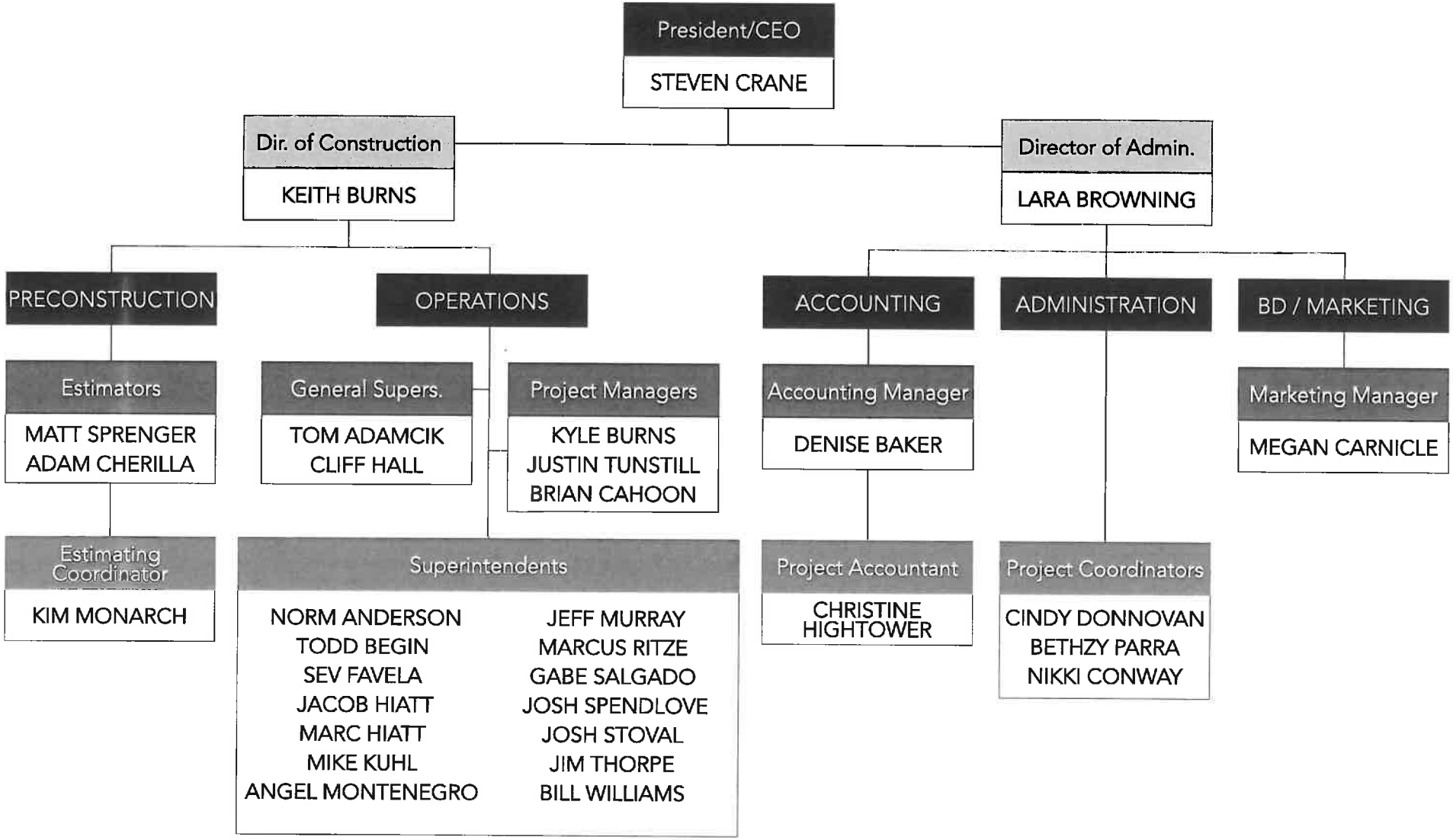
Please see our organization chart on page 33.

Complete and enclose a Standard Form 330, to the extent applicable to your firm. Notes on Standard Form 330 as follows:

Please see Standard Form 330 on pages 34 through 65.

> ***Thank you for creating such a positive atmosphere for your employees. It is reflected in their approach to work, and support of community events."***
>
> *– Kevin Hagerty,*
> *CFO, Laveen Elementary School District*

ORGANIZATIONAL CHART



ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
SD Crane Builders, Inc. | Tempe, AZ

2. PUBLIC NOTICE DATE
03/26/2024

3. SOLICITATION OR PROJECT NUMBER
24B-0425

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Keith Burns | Director of Construction

5. NAME OF FIRM
SD Crane Builders, Inc.

6. TELEPHONE NUMBER
480-832-1777

7. FAX NUMBER
480-832-1798

8. E-MAIL ADDRESS
kburns@sdcranebuilders.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCONTRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.				☐ CHECK IF BRANCH OFFICE	Not Required, Information Provided in response to Statement of Qualifications g.	
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ *(Attached)*

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV. 7/2021)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Steve Crane	President/CEO	44	22

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders — Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Business Management, Grossmont College	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

N/A

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Glendale I Restroom Replacements (Glendale, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remove and replace pre-engineered restroom buildings at 4 public parks
Cost: $1,196,409
Role: President/CEO

Contracted through Mohave JOC

b.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Mendoza Elementary Nature Walk (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

New exterior nature trail space with shade canopy, concrete pad, site electrical, masonry walls, and landscaping
Cost: $656,245
Role: President/CEO

Contracted through Mohave JOC

c.

(1) TITLE AND LOCATION *(City and State)*: Arizona State Hospital I Site Raceway and Fiber Upgrades (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Provide and install new underground raceways and update fiber optic system
Cost: $1,679,574
Role: President/CEO

Contracted through State of Arizona JOC

d.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Transportation I Show Low Pre-Engineered Metal Building (Show Low, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Ground up pre-engineered metal building including associated site work
Cost: $1,247,779
Role: President/CEO

Contracted through State of Arizona JOC

e.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Administration I Supreme Court Rooftop AHU (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remove and replace new air handler unit on rooftop and HVAC controls
Cost: $1,358,410
Role: President/CEO

Contracted through State of Arizona JOC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Keith Burns	Director of Construction	23	12

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders — Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Accounting, University of Phoenix	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30-Hour

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Dobson High School Canopy (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Install 3 new large exterior canopies and concrete pads with site work and landscaping
Cost: $758,143
Role: Director of Construction

Contracted through Mohave JOC

b.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Mesa Education Center School Repurpose (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Update lobby security, create new visitor access, convert open space into conference room, and new exterior fencing
Cost: $1,094,944
Role: Director of Construction

Contracted through Mesa Public Schools JOC

c.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Hughes Elementary Fascia Repair (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Replace exterior vertical stucco fascias at 3 different buildings
Cost: $709,861
Role: Director of Construction

Contracted through Mohave JOC

d.

(1) TITLE AND LOCATION *(City and State)*: Department of Economic Security I Sierra Vista Building Renovation (Sierra Vista, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Interior remodel of existing office space including lobby, restrooms, and breakroom
Cost: $1,386,906
Role: Director of Construction

Contracted through State of Arizona JOC

e.

(1) TITLE AND LOCATION *(City and State)*: Maricopa County Community College District I Scottsdale Community College Library Upgrades (Scottsdale, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Renovations to Library building including new air handler unit and new interior finishes in offices and classrooms
Cost: $1,555,024
Role: Director of Construction

Contracted through MCCCD JOC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Kyle Burns	Project Manager	25	8

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders — Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Business Management, University of Phoenix	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30-Hour

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Arizona State Hospital I Site Raceway and Fiber Upgrades (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Provide and install new underground raceways and update fiber optic system
Cost: $1,679,574
Role: Project Manager

Contracted through State of Arizona JOC

b.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Transportation I Show Low Pre-Engineered Metal Building (Show Low, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Ground up pre-engineered metal building including associated site work
Cost: $1,247,779
Role: Project Manager

Contracted through State of Arizona JOC

c.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Administration I 1616 W Adams Elevator Modernization (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Modernize 2 traction passenger elevators including upgrades electrical equipment
Cost: $888,618
Role: Project Manager

Contracted through State of Arizona JOC

d.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Administration I Supreme Court Rooftop AHU (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remove and replace new air handler unit on rooftop and HVAC controls
Cost: $1,358,410
Role: Project Manager

Contracted through State of Arizona JOC

e.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Administration I Coliseum Chiller Plant Replacement (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

New chillers, electrical, chilled water piping, water treatment, and mechanical yard enclosure
Cost: $1,075,057
Role: Project Manager

Contracted through State of Arizona JOC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Justin Tunstill	Project Manager	22	7

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
N/A	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30-Hour

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Mendoza Elementary Nature Walk (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

New exterior nature trail space with shade canopy, concrete pad, site electrical, masonry walls, and landscaping
Cost: $656,245
Role: Project Manager

Contracted through Mohave JOC

b.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Mesa Education Center School Repurpose (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Update lobby security, create new visitor access, convert open space into conference room, and new exterior fencing
Cost: $1,094,944
Role: Project Manager

Contracted through Mesa Public Schools JOC

c.

(1) TITLE AND LOCATION *(City and State)*: Department of Emergency & Military Affairs I Restoration of Facility Maintenance Shop (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Modernization to existing shop including new lighting, evaporative coolers, roof insulation, and window openings
Cost: $1,388,400
Role: Project Manager

Contracted through State of Arizona JOC

d.

(1) TITLE AND LOCATION *(City and State)*: Laveen School District I Estrella Foothills Bullet Proof Glass (Laveen, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Upgrades to lobby security to 9 different locations
Cost: $544,875
Role: Project Manager

Contracted through Mohave JOC

e.

(1) TITLE AND LOCATION *(City and State)*: Maricopa County Community College District I Scottsdale Community College Library Upgrades (Scottsdale, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Renovations to Library building including new air handler unit and new interior finishes in offices and classrooms
Cost: $1,555,024
Role: Project Manager

Contracted through MCCCD JOC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Matt Sprenger	Preconstruction	17	5

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders — Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
N/A	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30-Hour

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Supreme Court I Judges Chambers Build Out
(Phoenix, AZ)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Interior remodel to Judges Chambers in the Supreme Court
Cost: $544,424
Role: Preconstruction

Contracted through Mohave JOC

b.

(1) TITLE AND LOCATION *(City and State)*
Department of Economic Security I Sierra Vista Building Renovation
(Sierra Vista, AZ)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Interior remodel of existing office space including lobby, restrooms, and breakroom Cost: $1,386,906
Role: Preconstruction

Contracted through State of Arizona JOC

c.

(1) TITLE AND LOCATION *(City and State)*
Arizona Department of Administration I Supreme Court Rooftop AHU
(Phoenix, AZ)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remove and replace new air handler unit on rooftop and HVAC controls
Cost: $1,358,410
Role: Preconstruction

Contracted through State of Arizona JOC

d.

(1) TITLE AND LOCATION *(City and State)*
Department of Corrections I Eyman Rynning Tag Plant Roof
(Florence, AZ)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remove and replace TPO roof. Remove and reinstall all rooftop mechanical, plumbing, and electrical
Cost: $1,180,353
Role: Preconstruction

Contracted through State of Arizona JOC

e.

(1) TITLE AND LOCATION *(City and State)*
Department of Corrections I Lewis Yuma Eagle Point Finishes
(Yuma, AZ)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Retrofit in prison cells including lighting, painting, caulking, ceiling tiles, and HVAC diffusers
Cost: $870,947
Role: Preconstruction

Contracted through State of Arizona JOC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Adam Cherilla	Preconstruction	4	3

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders — Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Finance, Arizona State University	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30-Hour

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Administration I Historical Society Tucson Chiller and Boiler Replacement (Tucson, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remove and replace chiller system, boiler system, water heater, and electrical controls
Cost: $777,602
Role: Preconstruction

Contracted through State or Arizona JOC

b.

(1) TITLE AND LOCATION *(City and State)*: Arizona State Hospital I Site Raceway and Fiber Upgrades (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Provide and install new underground raceways and update fiber optic system
Cost: $1,679,574
Role: Preconstruction

Contracted through State of Arizona JOC

c.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Transportation I Show Low Pre-Engineered Metal Building (Show Low, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Ground up pre-engineered metal building including associated site work
Cost: $1,247,779
Role: Preconstruction

Contracted through State of Arizona JOC

d.

(1) TITLE AND LOCATION *(City and State)*: Maricopa County Community College District (MCCCD) I Scottsdale Community College Nursing Lab (Scottsdale, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Alternations to two existing classrooms to create nurse training lab space, 1,497 SF
Cost: $344,896
Role: Preconstruction

Contracted through MCCCD JOC

e.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Hughes Elementary Fascia Repair (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Replace exterior vertical stucco fascias at 3 different buildings
Cost: $709,861
Role: Preconstruction

Contracted through Mohave JOC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Tom Adamcik	General Superintendent	38	13

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders — Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
N/A	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30-Hour

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Arizona State Hospital I Site Raceway and Fiber Upgrades (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Provide and install new underground raceways and update fiber optic system
Cost: $1,679,574
Role: General Superintendent

Contracted through State of Arizona JOC

b.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Mesa Education Center School Repurpose (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Update lobby security, create new visitor access, convert open space into conference room, and new exterior fencing
Cost: $1,094,944
Role: General Superintendent

Contracted through Mesa Public Schools JOC

c.

(1) TITLE AND LOCATION *(City and State)*: City of Glendale I Restroom Replacements (Glendale, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remove and replace pre-engineered restroom buildings at 4 public parks
Cost: $1,196,409
Role: General Superintendent

Contracted through Mohave JOC

d.

(1) TITLE AND LOCATION *(City and State)*: Department of Economic Security I Sierra Vista Building Renovation (Sierra Vista, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Interior remodel of existing office space including lobby, restrooms, and breakroom
Cost: $1,386,906
Role: General Superintendent

Contracted through State of Arizona JOC

e.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Hughes Elementary Fascia Repair (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Replace exterior vertical stucco fascias at 3 different buildings
Cost: $709,861
Role: General Superintendet

Contracted through Mohave JOC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Cliff Hall	General Superintendent	50	20

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders — Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
N/A	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30-Hour

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Dobson High School Canopy (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Install 3 new large exterior canopies and concrete pads with site work and landscaping
Cost: $758,143
Role: General Superintendent

Contracted through Mohave JOC

b.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Sharp School Canopy (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remove and replace exterior shade canopy, fencing, concrete pad, and exterior lighting
Cost: $460,426
Role: General Superintendent

Contracted through Mohave JOC

c.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Carson Jr High Front Office Hardening (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Reconfigure lobby area for improved entrance security
Cost: $440,052
Role: General Superintendent

Contracted through Mesa Public Schools JOC

d.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Emerson Elementary Front Office Hardening (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Reconfigure lobby area for improved entrance security
Cost: $472,640
Role: General Superintendent

Contracted through Mesa Public Schools JOC

e.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Westwood High School Front Office Hardening (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Reconfigure lobby area for improved entrance security
Cost: $502,969
Role: General Superintendent

Contracted through Mesa Public Schools JOC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Norm Anderson	Superintendent	46	4

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders — Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
N/A	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
OSHA 30-Hour

19. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Kerr Elementary New Barn (Mesa, AZ)
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
[X] Check if project performed with current firm
Construct new ground up barn building for school animal program
Cost: $471,213
Role: Superintendent
Contracted through Mohave JOC

b.
(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Kerr Elementary Front Office Hardening (Mesa, AZ)
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
[X] Check if project performed with current firm
Reconfigure lobby area for improved entrance security
Cost: $474,360
Role: Superintendent
Contracted through Mesa Public Schools JOC

c.
(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Whittier Elementary Front Office Hardening (Mesa, AZ)
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
[X] Check if project performed with current firm
Reconfigure lobby area for improved entrance security
Cost: $498,742
Role: Superintendent
Contracted through Mesa Public Schools JOC

d.
(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Webster Elementary Front Office Hardening (Mesa, AZ)
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
[X] Check if project performed with current firm
Reconfigure lobby area for improved entrance security
Cost: $487,771
Role: Superintendent
Contracted through Mesa Public Schools JOC

e.
(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Mesa Education Center School Repurpose (Mesa, AZ)
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2024
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
[X] Check if project performed with current firm
Update lobby security, create new visitor access, convert open space into conference room, and new exterior fencing
Cost: $1,094,944
Role: Superintendent
Contracted through Mesa Public Schools JOC

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Todd Begin	Superintendent	35	5

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders — Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
N/A	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30-Hour

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Kino Jr. High Locker Room (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remodel of existing boys and girls locker room and shower areas
Cost: $669,971
Role: Superintendent

Contracted through Mesa Public Schools JOC

b.

(1) TITLE AND LOCATION *(City and State)*: Department of Public Safety I P&E Evidence Lot Preparation

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

New exterior lighting and fencing for evidence yard
Cost: $416,388
Role: Superintendent

Contracted through State of Arizona JOC

c.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Transportation I Demo Interior 3rd Floor (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Demolish and make safe entire 3rd floor office building interior
Cost: $251,714
Role: Superintendent

Contracted through State of Arizona JOC

d.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Administration I 1535 W Jefferson Chiller Relocation (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Provide and install 3 new chiller plants, reconfigure existing water system, construct new exterior mechanical yard, and install new SES
Cost: $1,044,569
Role: Superintendent

Contracted through State of Arizona JOC

e.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Administration I DOE 1535 Demo and New Flooring (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Demo interior finishes and install new carpet tile
Cost: $537,060
Role: Superintendent

Contracted through State of Arizona JOC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Severino Favela	Superintendent	20	3

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders — Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
N/A	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30-Hour

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Administration I Supreme Court Plumbing 1st Floor North (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Replacement of plumbing piping and restroom fixtures
Cost: $140,789
Role: Superintendent

Contracted through State of Arizona JOC

b.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Administration I Supreme Court 3rd Floor 15 Judges Chambers (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remove walls and replace waste and vent piping due to corrosion in 15 Judges suites
Cost: $681,246
Role: Superintendent

Contracted through State of Arizona JOC

c.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Administration I Supreme Court 2nd Floor Main Restrooms (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Replacement of piping, sanitary waste lines, and restroom fixtures
Cost: $110,291
Role: Superintendent

Contracted through State of Arizona JOC

d.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Administration I Supreme Court 1st Floor Restrooms (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remodel interior Justice suite restrooms with showers
Cost: $126,222
Role: Superintendent

Contracted through State of Arizona JOC

e.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Transportation I Renovate Basement Area Site 047 TOC (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Tenant improvement of existing operations center located in basement, 4,700 SF
Cost: $142,606
Role: Superintendent

Contracted through State of Arizona JOC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Mike Kuhl	Superintendent	30	14

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
N/A	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
OSHA 30-Hour

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Mesa Public Schools I Lehi Restroom, Front Office, and Fire Alarm (Mesa, AZ)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remodel of restrooms and front office. New fire alarm system throughout campus
Cost: $1,194,665
Role: Superintendent

Contracted through Mesa Public Schools JOC

b.

(1) TITLE AND LOCATION *(City and State)*
Mesa Public Schools I Lehi Elementary Campus Remodel (Mesa, AZ)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Renovations to kitchen, stage, and west side of multipurpose center
Cost: $1,177,633
Role: Superintendent

Contracted through Mesa Public Schools JOC

c.

(1) TITLE AND LOCATION *(City and State)*
Supreme Court I Judges Chambers Build Out (Phoenix, AZ)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Interior remodel to Judges Chambers in the Supreme Court
Cost: $544,424
Role: Superintendent

Contracted through Mohave JOC

d.

(1) TITLE AND LOCATION *(City and State)*
Department of Corrections I ASPC Globe Truss Repair (Globe, AZ)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Replace structural truss from water damage including repairs to interior finishes
Cost: $100,734
Role: Superintendent

Contracted through State of Arizona JOC

e.

(1) TITLE AND LOCATION *(City and State)*
Arizona Department of Administration I ASDB Phoenix Food Service Equipment Replacement (Phoenix, AZ)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Replacement of outdoor freezer with new concrete walkway, ramp, and stairs
Cost: $144,845
Role: Superintendent

Contracted through State or Arizona JOC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jeff Murray	Superintendent	23	6

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders — Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
N/A	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30-Hour

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Department of Corrections I ASPC Tucson Rincon Unit Generator (Tucson, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Replace 230kw generator and transfer switch
Cost: $230,819
Role: Superintendent

Contracted through State of Arizona JOC

b.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Administration I Tucson Judges Chambers (Tucson, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Interior tenant improvement to the 1st and 3rd floor
Cost: $974,550
Role: Superintendent

Contracted through State of Arizona JOC

c.

(1) TITLE AND LOCATION *(City and State)*: Department of Corrections I Tucson Catalina Generator (Tucson, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Provide and install new 1000kw diesel generator and weatherproof enclosure
Cost: $1,016,964
Role: Superintendent

Contracted through State of Arizona JOC

d.

(1) TITLE AND LOCATION *(City and State)*: Department of Corrections I Tucson Catalina ADA Restrooms and Pony Walls (Tucson, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Renovate restrooms and showers, bring up to ADA compliance
Cost: $764,225
Role: Superintendent

Contracted through State of Arizona JOC

e.

(1) TITLE AND LOCATION *(City and State)*: Department of Corrections I Tucson Catalina Install Outlets (Tucson, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Supply and install outlets throughout facility, 2 breakers inside of a generator, transformers, and disconnects
Cost: $520,390
Role: Superintendent

Contracted through State of Arizona JOC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Marcus Ritze	Superintendent	26	3

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders — Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
N/A	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30-Hour

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Kino Jr High CTE Renovation (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Interior remodel of existing classrooms, removal of fume, and new garage doors
Cost: $693,136
Role: Superintendent

Contracted through Mesa Public Schools JOC

b.

(1) TITLE AND LOCATION *(City and State)*: Department of Emergency & Military Affairs I Restoration of Facility Maintenance Shop (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Modernization to existing shop including new lighting, evaporative coolers, roof insulation, and window openings
Cost: $1,388,400
Role: Superintendent

Contracted through State of Arizona JOC

c.

(1) TITLE AND LOCATION *(City and State)*: Arizona State Hospital I Site Raceway and Fiber Upgrades (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Provide and install new underground raceways and update fiber optic system
Cost: $1,679,574
Role: Superintendent

Contracted through State of Arizona JOC

d.

(1) TITLE AND LOCATION *(City and State)*: Arizona State University I GWC 1st Floor Renovation Phase 1 (Tempe, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Renovations to interior classrooms, 5,000 SF
Cost: $67,182
Role: Superintendent

Contracted through Arizona State University JOC

e.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Red Mountain High School CTE (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remodel to interior classrooms and hallways
Cost: $288,209
Role: Superintendent

Contracted through Mesa Public Schools JOC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Gabe Salgado	Superintendent	25	1

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders — Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
N/A	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30-Hour

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Administration I 402 W Congress 2nd Floor AG Office Breakroom (Tucson, AZ)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Expansion of existing office space for new breakroom
Cost: $26,431
Role: Superintendent

Contracted through State of Arizona JOC

b.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Administration I Historical Society Tucson Chiller and Boiler Replacement (Tucson, AZ)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remove and replace chiller system, boiler system, water heater, and electrical controls
Cost: $777,602
Role: Superintendent

Contracted through State of Arizona JOC

c.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Administration I 1831 W Jefferson Replace Aging Elevator (Phoenix, AZ)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Renovate 2,000lb passenger elevator
Cost: $283,774
Role: Superintendent

Contracted through State of Arizona JOC

d.

(1) TITLE AND LOCATION *(City and State)*: State Parks I Tombstone Courthouse Paint and Roof Exterior (Tombstone, AZ)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Replace failing roof, seal exterior, and paint building. Includes asbestos testing and abatement of hazardous material
Cost: $374,772
Role: Superintendent

Contracted through State of Arizona JOC

e.

(1) TITLE AND LOCATION *(City and State)*: Department of Economic Security I Sierra Vista Building Renovation (Sierra Vista, AZ)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Interior remodel of existing office space including lobby, restrooms, and breakroom
Cost: $1,386,906
Role: Superintendent

Contracted through State of Arizona JOC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Josh Stovall	Superintendent	38	4

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders — Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
N/A	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30-Hour

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Glendale I Restroom Replacements (Glendale, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remove and replace pre-engineered restroom buildings at 4 public parks
Cost: $1,196,409
Role: Superintendent

Contracted through Mohave JOC

b.

(1) TITLE AND LOCATION *(City and State)*: Department of Corrections I PV HVAC Lumley Unit B (Goodyear, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Provide temporary HVAC for prison facility
Cost: $737,655
Role: Superintendent

Contracted through State of Arizona JOC

c.

(1) TITLE AND LOCATION *(City and State)*: Department of Corrections I Lewis Yuma Eagle Point Finishes (Yuma, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Retro fit for prison cells including lighting, painting, caulking, ceiling tiles, and HVAC diffusers
Cost: $870,947
Role: Superintendent

Contracted through State of Arizona JOC

d.

(1) TITLE AND LOCATION *(City and State)*: Maricopa County Community College District I Glendale Community College Bldg 40, 41, and 42 Upgrades (Glendale, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Renovate offices and classrooms in 3 buildings
Cost: $467,322
Role: Superintendent

Contracted through MCCCD JOC

e.

(1) TITLE AND LOCATION *(City and State)*: Department of Economic Security I DBS Facilities Management Remodel (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Tenant improvement to expand for more offices and training rooms, 11,018 SF
Cost: $876,892
Role: Superintendent

Contracted through State of Arizona JOC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jim Thorpe	Superintendent	39	2

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders — Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
N/A	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30-Hour

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Transportation I Bullhead City MVD Repair Canopy Trusses (Bullhead City, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Repair existing exterior parking canopy trusses. Provide and install new lighting and bird netting
Cost: $149,401
Role: Superintendent

Contracted through State of Arizona JOC

b.

(1) TITLE AND LOCATION *(City and State)*: Kyrene School District I Monte Vista Restroom Remodel (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remodel interior finishes of boys and girls restrooms
Cost: $136,962
Role: Superintendent

Contracted through Kyrene School District JOC

c.

(1) TITLE AND LOCATION *(City and State)*: Kyrene School District I Estrella Elementary Trash Enclosures (Phoenix, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remove and replace 4 exterior trash enclosures including masonry walls, concrete pads, and bollards
Cost: $131,877
Role: Superintendent

Contracted through Kyrene School District JOC

d.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Transportation I Show Low Pre-Engineered Metal Building (Show Low, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Ground up pre-engineered metal building including associated site work
Cost: $1,247,779
Role: Preconstruction

Contracted through State of Arizona JOC

e.

(1) TITLE AND LOCATION *(City and State)*: Arizona Department of Transportation I Remodel Office for Snow Plow Simulator (Flagstaff, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Tenant improvement of interior space to add a new snow plow simulator equipment room and office
Cost: $54,009
Role: Superintendent

Contracted through State of Arizona JOC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Bill Williams	Superintendent	46	7

15. FIRM NAME AND LOCATION *(City and State)*
SD Crane Builders — Tempe, AZ

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
N/A	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30-Hour

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Smith Jr High Sewer Line (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remove and replace kitchen sewer pipe, kitchen equipment, ceramic tile, and terrazzo flooring
Cost: $468,604
Role: Superintendent

Contracted through Mesa Public Schools JOC

b.

(1) TITLE AND LOCATION *(City and State)*: Town of Queen Creek I Police Station Remodel (Queen Creek, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Provide and install new lockers, millwork, counter tops, light fixtures, doors, window glass, and exterior fencing
Cost: $118,144
Role: Superintendent

Contracted through Mohave JOC

c.

(1) TITLE AND LOCATION *(City and State)*: Town of Queen Creek I Carpet Replacement for Entire MSB Building (Queen Creek, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Remove and replace carpet and base. Relocate furniture and move back after install
Cost: $176,346
Role: Superintendent

Contracted through Mohave JOC

d.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Field Elementary Green House (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Build new ground up green house including site work, landscaping, fencing, and electrical. Relocate existing play ground equipment where new green house is located
Cost: $171,380
Role: Superintendent

Contracted through Mohave JOC

e.

(1) TITLE AND LOCATION *(City and State)*: Mesa Public Schools I Mendoza Elementary Nature Walk (Mesa, AZ)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

New exterior nature trail space with shade canopy, concrete pad, site electrical, masonry walls, and landscaping
Cost: $656,245
Role: Superintendent

Contracted through Mohave JOC

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Mesa Public Schools I Mendoza Elementary Nature Walk (Mesa, AZ)	NA	2024

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Mesa Public Schools	Steve Griffin	480-472-6036

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This was a federally funded project for Mesa Public Schools contracted through our Mohave Job Order Contract. This project consisted of constructing a new outdoor learning space with a canopy and concrete slab where students can gather. Starting at the newly built canopy, there was a new dirt walk path created that leads to a new nature walk. This nature path takes the students through different sections of plant life found throughout the State of Arizona. There are four different sections of plants that were installed and each section represents a different climate zone and its plant life.

Size: NA
Cost: $656,245
Relevance: Project contracted using Mohave JOC

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SD Crane Builders	Tempe, AZ	General Contactor
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	2

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Mesa Public Schools I Dobson High School Canopy (Mesa, AZ)	NA	2023

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Mesa Public Schools	Mike Kramer	480-472-6018

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This was a federally funded project for Mesa Public Schools contracted through our Mohave Job Order Contract. This project consisted of building three new large canopies in the campus quad. In addition to the canopies, new concrete slabs and concrete walkways were poured to allow access to and from the canopies. These areas were also received landscaping including decomposed granite as well as new irrigation lines were installed to water the existing trees. These areas were constructed to allow for new outdoor learning spaces to be utilized by the High School on an as needed basis.

Size: NA
Cost: $758,143
Relevance: Project contracted using Mohave JOC

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SD Crane Builders	Tempe, AZ	General Contactor
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	3

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Mesa Public Schools I Hughes Elementary Fascia Repair (Mesa, AZ)	NA	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Mesa Public Schools	Mike Elicio	602-920-3298

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This is an ongoing project being funded by the School Facilities Board for Mesa Public Schools and was contracted through our Mohave Job Order Contract. Our scope of work includes opening up the existing building over hangs and make needed structural repairs to reinforce the strength. After these repairs are made, we are installing new stucco and roofing systems to match the existing building finish conditions. This project is being completed during off hours as the campus is active with students attending during the day.

Size: NA
Cost: $709,861
Relevance: Project contracted using Mohave JOC

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SD Crane Builders	Tempe, AZ	General Contactor
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 4

21. TITLE AND LOCATION *(City and State)*: City of Glendale I Restroom Replacements (Glendale, AZ)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
NA	2022

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Glendale	Patty Aguayo	623-930-2605

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This project was contracted through our City of Glendale JOC that utilizes the Mohave Job Order Contract. This project was spread across four different project sites for the City of Glendale. At each site, the City had stand alone restrooms buildings that had been condemned and closed from public use. SD Crane Builders scope included abatement and complete demo including all concrete foundations. New building pads were poured and underground utilities were built. The new buildings were prefabricated and prefinished restrooms that were delivered to the site in three sections and then connected on the new pads. Once the buildings were set in place, all utilities were connected and the restrooms were open for public use.

Size: NA
Cost: $1,196,409
Relevance: Project contracted using Mohave JOC

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SD Crane Builders	Tempe, AZ	General Contactor
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 5

21. TITLE AND LOCATION *(City and State)*: Maricopa County Community College District | Scottsdale Community College Library Upgrades (Scottsdale, AZ)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
NA	2023

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Maricopa County Community College District	Tony Miele	480-425-6141

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This project was for the Scottsdale Community College contracted through our Maricopa County Community College District (MCCCD) Job Order Contract. This project was a remodel of the library, but the project began with the air handler replacement. Working with the Design Team and the College, we collaborated with the design and helped identify the long lead time of the air handler. Once the mechanical unit was specified, we were released to order the materials. This helped the project timelines as the rest of the library design and permitting was in progress. Once construction started, the area was shut down and the air handler was replaced. The rest of the project consisted of renovating the lobby, the administrative areas including offices, restrooms, breakroom, and additional breakout rooms in the common areas. All work was completed during regular operations of the College and done without any interruptions to the School.

Size: NA
Cost: $1,555,024
Relevance: Project contracted using MCCCD Job Order Contract

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SD Crane Builders	Tempe, AZ	General Contactor
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER	21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
6	Mesa Public Schools I Mesa Education Center School Repurpose (Mesa, AZ)	NA	2024

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Mesa Public Schools	Todd Stokes	480-472-6012

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This project was completed for Mesa Public Schools utilizing our Mesa Public Schools Job Order Contract. This project consisted of taking the existing Mesa Education Center School and dividing it into two campuses including new exterior fencing to separate the two. New concrete basketball courts and landscaping were installed for new play areas. Two existing modulars were removed from the site and new drainage areas were created. New office administration renovations were completed to create a higher degree of security in the front office.

Size: NA
Cost: $1,094,944
Relevance: Project contracted using Mesa Public Schools Job Order Contract

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SD Crane Builders	Tempe, AZ	General Contactor
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 7

21. TITLE AND LOCATION *(City and State)*: Arizona Department of Transportation I Show Low Pre-Engineered Metal Building (Show Low, AZ)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
NA	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Arizona Department of Transportation	Andrew May	602-499-8871

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This ongoing project is for the Arizona Department of Transportation (ADOT) contracted through our State of Arizona Job Order Contract. This project scope of work is to build a new mechanics shop for ADOT at their Show Low facility. This is a 2,500 SF pre-engineered building with a new concrete slab, roll up doors, new electrical, plumbing, and HVAC. The HVAC system also has a CO2 detection system needed since the facility mechanics are working on heavy machinery in this space. On the exterior, new concrete slabs are to be poured up to the building for heavy equipment parking and construction of a new retaining wall.

Size: NA
Cost: $1,247,779
Relevance: Project contracted using State of Arizona Job Order Contract

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SD Crane Builders	Tempe, AZ	General Contactor
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 8

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Arizona Department of Administration I Supreme Court Rooftop AHU (Phoenix, AZ)	NA	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Arizona Department of Administration	Mike MacDonald	602-542-6054

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This is an ongoing project for the Arizona State Supreme Court and is contracted through our State of Arizona Job Order Contract. This project includes the removal and replacement of the rooftop air handlers. Due to the size of the air handlers, we had to get permits to shut down the road on the weekends during the replacements to utilize cranes. Plans showed that the existing air handlers sat on top of a roof curb, but when the first unit was set to be removed, it was discovered that the roof curb was actually an 8" C channel and was a part of the existing air handler, which is not typical. SD Crane Builders and our Mechanical Vendor got a hold of the Owner and the Design Team, and came up with a plan to keep progress moving forward. That same day, the existing unit was pulled and during that weekend, the new unit was set in place. We worked out final details on site with the Mechanical and Structural Engineers to make sure scope was constructed and documented properly. In addition to replacing the new air handlers, new electrical, new controls, and roof patching are being constructed as well.

Size: NA
Cost: $1,358,410
Relevance: Project contracted using State of Arizona Job Order Contract

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SD Crane Builders	Tempe, AZ	General Contactor
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 9

21. TITLE AND LOCATION *(City and State)*: Arizona State Hospital I Site Raceway and Fiber Upgrades (Phoenix, AZ)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
NA	2023

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Arizona State Hospital	Shanda Payne	602-228-1521

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This project was for the Arizona State Hospital and was contracted through our State of Arizona Job Order Contract. This was a specialty project that required boring over 3 miles of underground conduit raceways so new fiber optics could be ran for a future security upgrades. This project required coordination with the State Hospital as the boring could potentially disrupt the daily operation if any buildings utilities were to get hit during the boring. For added safety while boring, everyday SD Crane Builders used a ground penetrating radar prior to any boring happening to verify nothing was in the area. This project was completed with no disruptions to the facility.

Size: NA
Cost: $1,679,574
Relevance: Project contracted using State of Arizona Job Order Contract

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SD Crane Builders	Tempe, AZ	General Contactor
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	10

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Department of Economic Security I Sierra Vista Building Renovation (Sierra Vista, AZ)	NA	2024

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Department of Economic Security	Jeremy Adams	928-271-6185

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This project was for the Department of Economic Security (DES) and was contracted through our State of Arizona Job Order Contract. This project had a tight timeline as DES was leasing another space in Sierra Vista and had to be moved out in a few months. This project was a full interior gut and remodel of approximately 10,000 SF office. This project constructed new walls and layout for offices, all new flooring, updated fire alarm and fire sprinkler systems to meet code, new electrical, mechanical, and plumbing.

Size: NA
Cost: $1,386,906
Relevance: Project contracted using State of Arizona Job Order Contract

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SD Crane Builders	Tempe, AZ	General Contactor
b.			
c.			
d.			
e.			
f.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Steven Crane	President	x	x	x	x	x	x	x	x	x	x
Keith Burns	Dir. of Construction	x	x	x	x	x	x	x	x	x	x
Kyle Burns	Project Manager							x	x	x	
Justin Tunstill	Project Manager	x		x	x	x	x				x
Matt Sprenger	Preconstruction								x		x
Adam Cherilla	Preconstruction			x				x		x	
Tom Adamcik	Gen. Superintendent	x	x	x	x	x	x	x	x	x	x
Cliff Hall	Gen. Superintendent		x								
Norm Anderson	Superintendent			x			x				
Todd Begin	Superintendent								x		
Severiano Favela	Superintendent										
Mike Kuhl	Superintendent										
Jeff Murray	Superintendent										
Marcus Ritze	Superintendent									x	
Gabe Salgado	Superintendent										x
Josh Stovall	Superintendent				x						
Jim Thorpe	Superintendent								x		
Bill Williams	Superintendent	x									

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	Mendoza Elem. Nature Walk	6	Mesa Ed. Center School Repurpose
2	Dobson High School Canopy	7	Show Low Pre-Eng. Metal Building
3	Hughes Elem. Fascia Repair	8	Supreme Court Rooftop AHU
4	Glendale Restroom Replacements	9	Site Raceway and Fiber Upgrades
5	Scottsdale CC Library Upgrades	10	Sierra Vista Building Renovation

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

NA

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE
04/25/2024

33. NAME AND TITLE
Steven D. Crane | President/CEO

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: 24B-0425

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: SD Crane Builders, Inc.	3. YEAR ESTABLISHED: 2002 / 4. UNIQUE ENTITY IDENTIFIER: 5B5E3
2b. STREET: 1215 W. Rio Salado Pkwy., Suite 109	5. OWNERSHIP
2c. CITY: Tempe / 2d. STATE: AZ / 2e. ZIP CODE: 85281	a. TYPE: "S" Corporation
6a. POINT OF CONTACT NAME AND TITLE: Keith Burns | Director of Construction	b. SMALL BUSINESS STATUS: NA
6b. TELEPHONE NUMBER: 480-832-1777 / 6c. EMAIL ADDRESS: kburns@sdcranebuilders.com	7. NAME OF FIRM *(If Block 2a is a Branch Office)*: NA

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
NA	NA	NA

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	5	
18	Cost Eng./Estimator	2	
48	Project Manager	3	
	President/CEO	1	
	Director	2	
	Accounting	2	
	Superintendent	16	
	Other Employees	0	
	Total	31	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
95	Construction Management	9

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	6
b. Non-Federal Work	9
c. Total Work	9

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE: 04/25/2024

c. NAME AND TITLE: Steven D. Crane | President/CEO

CONSULTANTS AND SUBCONTRACTORS

2G

Provide the names and locations of consultants and subcontractors you plan to use, if any.

The following list includes our proposed Consultants and Subcontractors:

List or describe the services to be provided by each.

The following list describes the services provided by our proposed Consultants and Subcontractors:

TRADE/SERVICES	SUBCONTRACTOR	LOCATION
Design Consultant	Orcutt | Winslow	Phoenix
	DFDG Architecture	Phoenix
Demolition	First Step Demolition	Glendale
Civil/Utilities	Northstar Pipelines	Tempe
Grading/Asphalt	Hurley Contracting	Star Valley
Landscaping	Westar Environmental	Queen Creek
Concrete	Monroy Construction	Litchfield Park
Masonry	Stone Cold Masonry	Phoenix
Roofing	Progressive Roofing	Phoenix
Flooring	Sun Country Floors	Mesa
Drywall	Design Drywall West	Tempe
Painting	Riddle Painting	Phoenix
Mechanical	Xpress Air	Glendale
Plumbing	Tek Star Plumbing & Mechanical	Phoenix
Electrical	AJP Electric	Phoenix
Fire Protection	Fox Fire Protection	Mesa

Provide a statement of your subcontractors' experience providing the services, particularly in a JOC setting.

Each of the proposed Subcontractors found in the prior section has Job Order Contract project experience. Prior to beginning any JOC project, we will provide documentation of each Subcontractor, aligning their qualifications, availability, and price with the particular scope of work.

Since our inception in 2002, we have been creating long lasting relationships with our Subcontractors. We believe quality Vendors work hand in hand with quality performed work. Due to our extensive Job Order Contract experience, our Subcontractor partners also have a large understanding of what it takes to complete a JOC project.

SUBCONTRACTOR EXPERIENCE

> I wanted to take a moment to express my gratitude and thoughts on another successful year with SD Crane.
>
> We have all been quite busy this year and too often, great professionalism and work ethic can go unnoticed. I wanted you to know that every project Sun Country has ventured into with SD Crane, has been a great experience. Each job has been met with great dedication towards excellence and this is noticed not only in your craftsmanship but also in the respect you give to us Subcontractors.
>
> The professionalism goes from the jobsite Superintendent all they way to your Accounting Department. This says a lot about the leadership at SD Crane and your team. I look forward to many years of working together to make Arizona more beautiful one building at a time."
>
> *– Gina Gilbert,*
> *Estimating Manager/Project Manager, Sun Country Floors*

Provide one of the following:

- *a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"), or your firm's latest annual financial report.*
- *a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history.*
- *Current audited annual financial reports in lieu of letters from financial institutions may be submitted. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audit annual financial report submitted in response to this Request for Qualifications.*

Please see the letter from Bell Bank on page 69 and the letter from Chase Bank page 70.

Provide a letter from your bonding company indicating the ability to provide payment and performance bonds under the contract, and your current bonding capacity.

Please see our bonding letter on page

Provide any judgments or liens against your firm within the last three years.

SD Crane Builders has **ZERO** judgment or liens against us within the last three years.

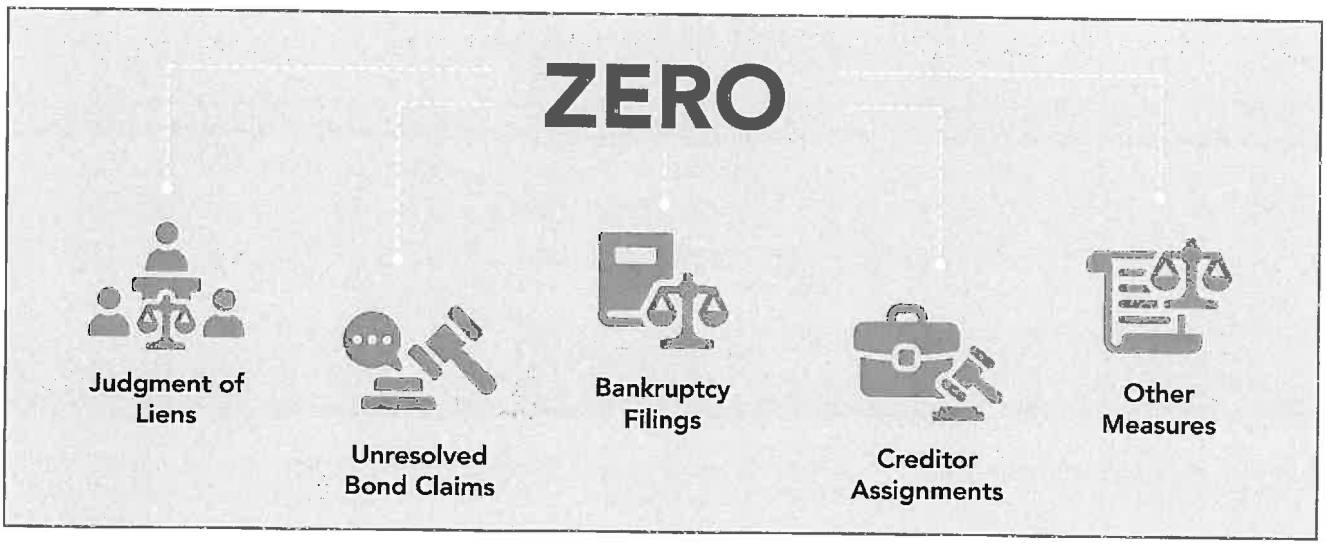
Provide any current unresolved bond claims against your firm.

SD Crane Builders has **ZERO** unresolved bond claims.

Provide any filing under the United States Bankruptcy Code, assignments for the benefit of creditors, or other measures taken for protection against creditors during the last three years.

SD Crane Builders has **ZERO** filings under the United States Bankruptcy Code, **ZERO** assignments for the benefit of creditors, and **NO OTHER MEASURES TAKEN** against us.

Note: **Confidential Financial Information** Removed



SDCRANE-01 WWARNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2023

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

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

PRODUCER	CONTACT NAME:	
The Mahoney Group - Phoenix 20333 North 19th Avenue, Suite 200 Phoenix, AZ 85027	PHONE (A/C, No, Ext): (623) 215-1300	FAX (A/C, No): (623) 215-1333
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Ins. Company	25623
INSURER B : The Standard Fire Ins Co	19070
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Undrs at Lloyd's & Companies	022616
INSURER E : Palomar Excess and Surplus Insurance Company	16754
INSURER F :	

INSURED

SD Crane Builders, Inc.
1215 W. Rio Salado Pkwy #109
Tempe, AZ 85281

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			DTCO3X693978PHX23	11/8/2023	11/8/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			8103X6903982326G	11/8/2023	11/8/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP3X6959352326	11/8/2023	11/8/2024	EACH OCCURRENCE AGGREGATE General Aggrega	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D	Professional			B0621PSDCR000223	11/8/2023	11/8/2024	Errors & Ommissions	2,000,000
E	Cyber Coverage			PLMCBSKDLCLMER	11/8/2023	11/8/2024	Aggregate Limit	1,000,000

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

CERTIFICATE HOLDER

**Proof of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

MHA

ACORD 25 (2016/03)

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WWARNER

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 12/13/2023

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

AGENCY The Mahoney Group - Phoenix 20333 North 19th Avenue, Suite 200 Phoenix, AZ 85027	COMPANY Travelers Property & Casualty Ins. Co. One Tower Square Hartford, CT 06183
PHONE (A/C, No, Ext): (623) 215-1300 FAX (A/C, No): (623) 215-1333 E-MAIL ADDRESS:	
CODE: 0G25540000 SUB CODE: AGENCY CUSTOMER ID #: SDCRANE-01	
INSURED SD Crane Builders, Inc. 1215 W. Rio Salado Pkwy #109 Tempe, AZ 85281	LOAN NUMBER POLICY NUMBER: 6303X700507 EFFECTIVE DATE: 11/8/2023 EXPIRATION DATE: 11/8/2024 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Installation Floater Coverage Form

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

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Jobsite Limit	$2,000,000	2,500
Catastrophe Limit	$5,000,000	2,500
Earthquake	$5,000,000	25,000
Flood	$5,000,000	25,000

REMARKS (Including Special Conditions)

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS
**Proof of Coverage

☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE

LOAN #

AUTHORIZED REPRESENTATIVE

ACORD 27 (2016/03)

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2023

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

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

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc. **PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED SD Crane Builders, Inc 1215 W. Rio Salado Pkwy #109 Tempe AZ 85281	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Carolina Casualty Insurance Company 10510 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 3355220 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ☐	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) ☐	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE ☐	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	BNUWC0158637	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Job Reference: For Information Purposes Only

CERTIFICATE HOLDER

**Proof of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Provide a statement of your experience providing general contracting or specialty contracting, particularly in a JOC setting. Indicate if you were the primary or subcontractor for the project.

With over two decades of Job Order Contracting experience as a General Contractor, SD Crane Builders' possesses extensive expertise in JOC projects. Presently managing 12 Job Order Contracts, we have **SUCCESSFULLY DELIVERED MORE THAN 2,016 JOC PROJECTS**. Our experience includes a variety of project scopes from renovations to groundbreaking new builds. Through each of our Job Order Contracts, we have displayed high standard work and have become one of the top-quality Contractors for those contracts. Job Order Contracting is what we do best.

WE ARE CURRENTLY ON THE MOHAVE COOPERATIVE for General Contractors. SD Crane Builders has successfully contracted 63 projects using the Mohave Cooperative – and counting. We have vast relationships with Owners across Arizona and often advertise Mohave as an avenue for them to partner with. We understand the depth Mohave brings to its Members and have witnessed the quality of the construction due to this partnership.

SD Crane Builders has JOC experience in K-12 districts such as Mesa Public Schools and higher education facilities such as Arizona State University. We also have JOC experience with many government agencies like the State of Arizona and Maricopa County. We feel that because of our sizable JOC background, we are ahead of the curve in knowing what it takes to manage a successful JOC program.

> ***"It has been a pleasure working with you guys. Please know I value your professionalism in every aspect for the time I have known you. Best regards for all your future endeavors."***
>
> *– Dennis Umber,*
> *Architect, Dennis Umber & Associates*

Provide a list of your JOC contracts, if any. Include date of contract, contracting agency, agency contact information, and value of contract for each contract in the list.

The following table includes information about our JOC contracts.

CURRENT JOC CONTRACTS				
NAME	DATE	CONTRACTING AGENCY	AGENCY CONTACT INFO.	VALUE OF CONTRACT
ADOA General Maintenance and Repair JOC	2020 – Current	Arizona Department of Administration	Dustin Deason, 602-542-8144, dustin.deason@azsoa.gov	Under $50,000 per project | No annual limit
Arizona State University JOC	2015 – 2018 2021 – Cur.	Arizona State University	Laura Bolster, 480-965-9782, laura.bolster@asu.edu	$4 million max per project | No ann. limit
City of Glendale JOC	2021 – Current	City of Glendale	Patty Aguayo, 623-930-2605, paguagyo@glendaleaz.com	No per project limit | $2 million annually
City of Kingman JOC	2021 – Current	City of Kingman	Jack Plaunty, 928-716-7196, jplaunty@cityofkingman.gov	$2 million max per project | No ann. limit
Kyrene School District JOC	2021 – Current	Kyrene School District	Mason Meade, 480-541-1605, mmeade@kyrene.org	$1 million max per project | No annual limit
Maricopa County Comm. College District JOC	2013 – Current	Maricopa County Community College District	Sarah Van Omen, 480-731-8519, sarah.van.omen@domail.maricopa.edu	$1 million max per project | No annual limit
Mesa Public Schools JOC	2005 – Current	Mesa Public Schools	Michelle Hamilton, 480-472-0150, mlhamilton@mpsaz.org	Over $250,000 per project with no max | No annual limit
MOHAVE COOP. JOC ★	**2019 – Current**	**Mohave Educational Services Coop.**	**Kristy Hamm, 928-718-3221, kristy@mesc.org**	**No project limit | No annual limit***
Pima County JOC	2020 – Current	Pima County	Julie Parizek, 520-419-5435, julie.parizek@pima.gov	$500,000 max per project | $2.5 million annual limit
Pima County Community College JOC	2022 – Current	Pima County Community College	Mike Baker, 520-206-6604, mbaker@pima.edu	No project limit | No annual limit
State of Arizona JOC	2011 – Current	State of Arizona	Dustin Deason, 602-542-8144, dustin.deason@azsoa.gov	$2 million max per project | No annual limit
University of Arizona JOC	2022 – Current	University of Arizona	Lorna Gray, 520-621-9372, lornagray@arizona.edu	$2 million max per project | No ann. limit

** Mohave Coop. JOC – project limit based on Mohave Member's procurement rules.*

PAST JOC CONTRACTS				
NAME	DATE	CONTRACTING AGENCY	AGENCY CONTACT INFO.	VALUE OF CONTRACT
Buckeye Elem. School District JOC	2012 – 2015	Buckeye Elementary School District	Mundi Wallace, 623-925-3415, mwallace@besd.k12.az.us	$1 million max per project | $3 million annually
City of Mesa JOC	2020 – 2023	City of Mesa	David Wilkins, 480-644-4197, david.wilkins@mesaaz.gov	$1.5 million max per project | $5 million annual limit
Coolidge Unified School District JOC	2008	Coolidge Unified School District	Alyssa Unger, 520-723-2221 alyssa.unger@ coolidgeschools.org	$1 million max per project | $3 million annually
Maricopa County FMD JOC	2006 – 2010	Maricopa County Facilities Management Department	Don Jeffery, 602-506-8198, don.jeffery@mail.maricopa.gov	$1 million max per project | $3 million annually
San Carlos Schools JOC	2009	San Carlos Unified School District	Bill Pittenger, 480-991-0800, wrpittenger@ spsplusarchitects.com	$1 million max per project | $3 million annually
TCPN Management Group JOC	2012 – 2015	TCPN Management Group LLC	Victoria Stringham, 480-415-6300, vstringham@tcpn.org	$1 million max per project | $3 million annually
Tempe Union High School District JOC	2013 – 2018	Tempe Union High School District	Mike Hilgers, 480-345-3794, mhilgers@tempeunion.org	$1 million max per project | $3 million annually

If your firm has no JOC experience, provide a description of your understanding and experience partnering as a member of a team consisting of the owner, owner's customers and clients, design team, and the contractor. Provide other relative JOC experience.

Please see the previous answer.

Describe your experience in pricing projects using a UPB and a coefficient, an Open Book pricing methodology, and/or Trade Service.

SD Crane Builders has 20 years of experience providing estimates using UPB and a coefficient, as well as Open Book pricing. By using the software created by RS Means/Gordian, we have access to the exclusive extended 400,000 line item version of the RS Means cost database rather than the 80,000 line item version available through competing software platforms. In our Open Book pricing methods, we seek out 3 Vendor quotes for every scope of work that is associated with the project and we provide this backup to the Owner when submitting our estimate.

Our collaborative Open Book approach to a JOC project allows us to involve our entire Project Team when developing cost proposals and schedules. Upon being selected for an individual JOC Order, we will evaluate the project scope, complexities, and challenges then assemble the most appropriate Project Team. Once our

individual JOC Order Team is selected, our Preconstruction Department will begin preparing a cost estimate using the Owner preferred pricing method. Key Subcontractors are typically included in the site investigation as they are the experts for their particular trade and provide great insight on constructability and schedule.

If your firm has no experience pricing projects using a UPB, Open Book, and/or Trade Service, provide a description of your understanding on pricing projects using a UPB, Open Book pricing methodology, and/or Trade Service.

Please see the previous answer.

Provide a description of your experience working on school district or 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.

- *Include a description of the type(s) of funding used in the detailed projects (e.g., Federal Grant, School Bond).*
- *Include projects that used a Davis-Bacon determination and what steps were used to comply with prevailing wage requirements.*

SCHOOL DISTRICTS

SD Crane Builders has been performing JOC work with school districts across Arizona since 2004. We have partnered with **34 SCHOOL DISTRICTS** and have completed **OVER 450 EDUCATIONAL JOC** projects. Of our current 12 Job Order Contracts, 7 of them are with School Districts.

For more than two decades, SD Crane Builders has completed educational projects spanning summer, fall, winter, and spring breaks as well as operational school periods. We understand the complexities of working with School Districts and their campuses. We prioritize scheduling timelines during short breaks and recognize the importance of executing projects seamlessly on occupied campuses, minimizing disruption to the students and staff.

GOVERNMENTAL PROJECTS

SD Crane Builders has been partnering with government agencies for over 20 years. We have not only worked with all state agencies, but with various cities, towns, and counties all over Arizona. We are currently the top performing contractor on the State of Arizona JOC and have vast experience in government buildings that require special background checks and clearance.

One agency we partner with often is the Department of Corrections (DOC). We currently have 33 ongoing projects at different facilities ranging in scopes of work. All of the correctional facilities have highly sensitive security procedures that must be adhered to.

WORKING ON MULTIPLE PROJECTS SIMULTANEOUSLY

Our approach is defined by a commitment to excellence and a **WHATEVER IT TAKES** attitude, enabling us to effectively manage and prioritize multiple projects simultaneously. Each project, regardless of scale, receives our focused attention and is promptly assigned a dedicated Team, ensuring seamless transition from initiation to completion.

An example of working on multiple projects simultaneously is our project with the Laveen Elementary School District for Bulletproof Glass at 9 Different Locations, which was contracted using the Mohave Cooperative. This project scope included work at 9 different sites simultaneously. Our high quality work on each site demonstrates our ability to complete concurrent projects. Throughout the preconstruction and construction phases, teamwork was key to keeping the individual sites and their different scopes organized and on task for a successful completion.

WORKING THROUGHOUT THE STATE

SD Crane Builders has completed projects all around the state of Arizona from Yuma down to Sierra Vista and all the way to Kayenta. Not only do we have Project Superintendents in the Phoenix area, but in the northern and southern parts of the state as well. If we do not have a Team located in the area of the project, our Superintendent will relocate for the duration of that JOC project. We will travel to where an Owner has a need and we understand the Mohave Members are located across Arizona.

SPECIALIZED PROJECTS

We have completed a variety of specialized projects at different airports including: Sky Harbor International Airport, Tucson International Airport, City of Kingman Airport, and the Bagdad Airport. Our Team has performed work in the Governor's office and different Department of Public Security's facilities like the interrogation rooms and clean rooms. SD Crane Builders has managed a substantial amount of specialized elevator modernization projects and restored historical buildings.

PROJECT FUNDING

SD Crane Builders is very familiar with the process of a federally funded project. Most recently, we have has multiple Esser funded projects contracted with Mesa Public school using the Mohave Cooperative. Our Preconstruction Team distributes the Davis Bacon requirements to the Subcontractors during the bidding process. Once the project is awarded, our Operations Team details out the requirements and reporting in the Subcontract agreements. Our Team will gather the weekly wage reports from each Subcontractor and verify all paperwork is correct. After verification, all required reports are sent to the Owners to be submitted to their federal liaison. We have also managed a variety of projects that were funded by the School Facilities Board as well as school awarded bond money. SD Crane Builders will conform to the procurement policies necessary to the funding method.

Provide a statement of your history for submitting claims and change orders. Provide specific information (e.g., type of claim, date, reason, amount, and outcome).

SUBMITTING CLAIMS

SD Crane Builders has a record of **CLAIM FREE PERFORMANCE**.

SUBMITTING CHANGE ORDERS

Our approach to change orders is clear and concise document control. Our change order procedure starts with the Project Team submitting a Request for Information (RFI) to the Owner. The RFI's will specify any questions needed to be clarified in the contract documents or scope of work. Detailed in the RFI's, we will provide any backup documentation necessary for clarification. Once the RFI is approved by the Owner, we will issue a formal change order for scope of work and cost.

In addition to this, our Project Team will track and log all RFI's and change orders. We will provide these logs to our Owners at each project meeting. In turn, this helps keep all parties up-to-date on any changes that have occurred.

Provide any deficiency orders issued against your firm by the Arizona Registrar of Contractors within the last three years.

SD Crane Builders has had **ZERO** deficiency orders issued against us by the Arizona Registrar of Contractors within the last three years.

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

SD Crane Builders is a highly qualified General Contractor who has been performing Job Order Contract projects for over 20 years. Each JOC project has its own specific needs and uniqueness. JOC projects require detailed scheduling, correct capture of scope of work, and an experienced Team for on time and within budget completions. SD Crane Builders' capability and **DEPTH OF EXPERTISE** has allowed us to create a seamless Job Order Contract management system.

PRECONSTRUCTION

Our Preconstruction Team is well versed in the different Job Order Contract requirements such as proposal forms and Subcontractor quote submissions. Upon receiving the call from the Owner, we will verify that they intend to use the Mohave Cooperative and have contacted their lesion for any possible requirements. Our Team will communicate with the Owner to discuss project scope of work and specifications. We will provide valuable insight on constructability and **VALUE ENGINEERING** options. Once the scope is correctly captured, the Preconstruction Team will meet and review the documents. We will then hand select each Subcontractor to solicit the project to. Our selections are made from qualifications, experience, and available manpower. Upon receiving the Subcontractor quotes, we will carefully review them for completeness and adherence to project requirements. The SD Crane Builders' Team will create the JOC estimate using the Mohave Open Book pricing method with Subcontractor quote backup. They will compile all documents and send it to the Owner for approval.

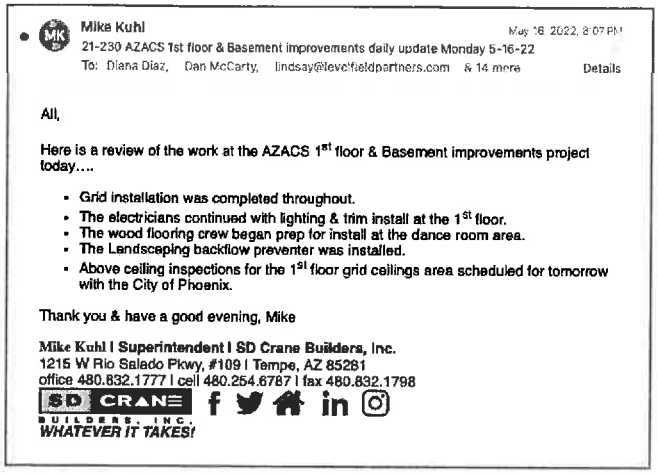
OPERATIONS

Once we receive approval on the JOC project, we immediately assign an Operations Team. This Team will meet with the Preconstruction Team to go over all project scopes and any specific protocols the Owner may have. SD Crane Builders will create the Subcontract agreements which include **DETAILED SCOPES OF WORK**, schedule requirements, and safety regulations. In order to effectively manage the work, our Team verifies all documentation is agreed to. We will request submittals immediately and verify all long lead time items are ordered as soon as possible. We track and log all RFI's, change orders, ASI's, and scheduled milestones. We bring these logs and schedules to all meetings to keep everyone informed on project advancement. The Project Manager submits monthly financial reporting and verifies all Subcontractor progress billings. When construction is ready to start, the Team will coordinate the mobilization starting with install of temporary fencing and safety signage.

FIELD

SD Crane Builders' Field Team will communicate with the Operations Team upon the approval and assignment of the Job Order Contract project. They will review all plans, specifications, scopes of work, schedule, and Owner protocols. They will collaborate on a specific job site safety plan and develop any safety meeting "tool box" topics necessary for the scopes of work. The Superintendent will verify all traffic control, alternative access paths, and safety signs are in place prior to mobilizing Subcontractors. Once on site, the Superintendent will adhere to our **DAILY UPDATES PROGRAM**. They are required to send a daily email to all Project Team Members and the Owners Group with the progress of that day, 3 photos, and the planned work for the following day. They will attend all project meetings and conduct quality control inspections daily. If there are any deviations to the project plans, the Superintendent will update them in the as-built drawings.

Daily Updates Program Example



Mike Kuhl May 16 2022, 8:07 PM
21-230 AZACS 1st floor & Basement improvements daily update Monday 5-16-22
To: Diana Diaz, Dan McCarty, lindsay@levelfieldpartners.com & 14 more Details

All,

Here is a review of the work at the AZACS 1st floor & Basement improvements project today....

- Grid installation was completed throughout.
- The electricians continued with lighting & trim install at the 1st floor.
- The wood flooring crew began prep for install at the dance room area.
- The Landscaping backflow preventer was installed.
- Above ceiling inspections for the 1st floor grid ceilings area scheduled for tomorrow with the City of Phoenix.

Thank you & have a good evening, Mike

Mike Kuhl I Superintendent I SD Crane Builders, Inc.
1215 W Rio Salado Pkwy, #109 I Tempe, AZ 85281
office 480.832.1777 I cell 480.254.6787 I fax 480.832.1798
SD CRANE BUILDERS, INC. WHATEVER IT TAKES!

CLOSE OUT

The project is not complete until the Owner has received and approved the final close out package. The Operations Team will review all guidelines of the Owner close outs. We understand each Mohave Member has their own rules. We will then request all warranties, affidavits, and user manuals from each Subcontractor on the project. We will verify all documents are correct and prepared in full. We will work with the Field Team to verify amended as-builts are update-to-date. Our Team will also coordinate any final training sessions needed for the facility users. Once we have received the close out documents, we will assemble the package and send it to the Owner and/or Design Team.

Due to our lengthy experience performing and managing Job Order Contract projects, we understand the process can be vary and contain different complexities for each Owner. We prioritize **COMMUNICATION, FLEXIBILITY, AND PROMPT RESPONSE** in each step of our construction management process.

What personnel will be used?

SD Crane Builders will hand select each Team Member for all JOC projects. All personnel are familiar with working with Job Order Contracts and have worked together on numerous projects. The following key personnel will be used:

- Steven Crane – President/CEO
- Keith Burns – Dir. of Construction/Gen. Mngt.
- Kyle Burns – Project Manager
- Justin Tunstill – Project Manager
- Matt Sprenger – Preconstruction/Estimator
- Adam Cherilla – Preconstruction/Estimator
- Tom Adamcik – General Superintendent
- Cliff Hall – General Superintendent
- Norm Anderson – Superintendent
- Todd Begin – Superintendent
- Severiano Favela – Superintendent
- Mike Kuhl – Superintendent
- Jeff Murray – Superintendent
- Marcus Ritze – Superintendent
- Gabe Salgado – Superintendent
- Josh Stovall – Superintendent
- Jim Thorpe – Superintendent
- Bill Williams – Superintendent

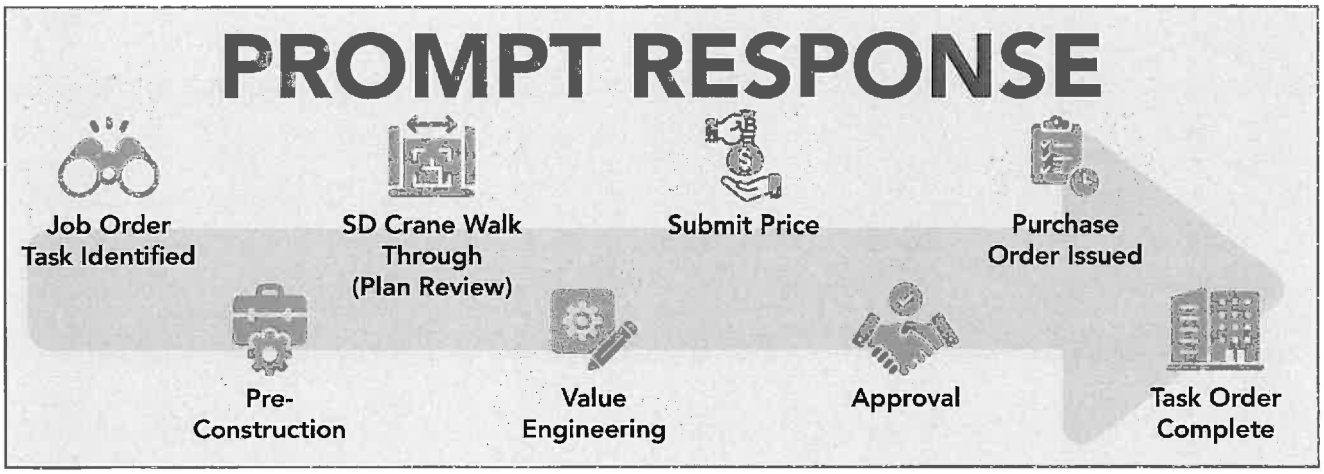
Does your firm currently use RS Means, Trade Service, or any other estimating software based on UPBs? If not, how will you prepare JOC cost quotations and invoices?

SD Crane Builders started working on JOC contracts in 2004 performing JOC estimating with RS Means. Over the past 20 years, we have had experience with many different cost estimating methods within the JOC process. We currently use the **OPEN BOOK PRICING METHOD** as well as **RS MEANS/GORDIAN** and Subcontractor estimates. Our Preconstruction Team will work diligently with each project Owner to establish a complete scope of work for each cost quotation. We will also work with the Project Team throughout the life of the project to incorporate value engineering and cost savings whenever possible.

How do you plan to ensure prompt responses to JOC requests?

It is our experience that immediate and/or same day requests are common in Job Order Contract delivery. Our typical prompt response process, as shown below, is relatively seamless and creates a clear plan for each JOC project. We also have procedures in place to respond to a call as soon as possible or within 24 hours. We believe the line of **COMMUNICATION IS OPEN 24/7** between the Owner and SD Crane Builders.

An example of SD Crane Builders' prompt response ability would be the emergency project we had for the Department of Corrections (DOC) at a prison facility. A piece of exterior building plaster had fallen, causing safety concerns with the surrounding staff and inmates. DOC called us on a Friday afternoon after normal work hours regarding the safety issue and we immediately drove to the facility. While on the drive over, our Team coordinated with trusted scaffolding company to meet on site. Within hours of the initial call, we had an entire Team at the facility and the exterior of the building was secured with scaffolding.



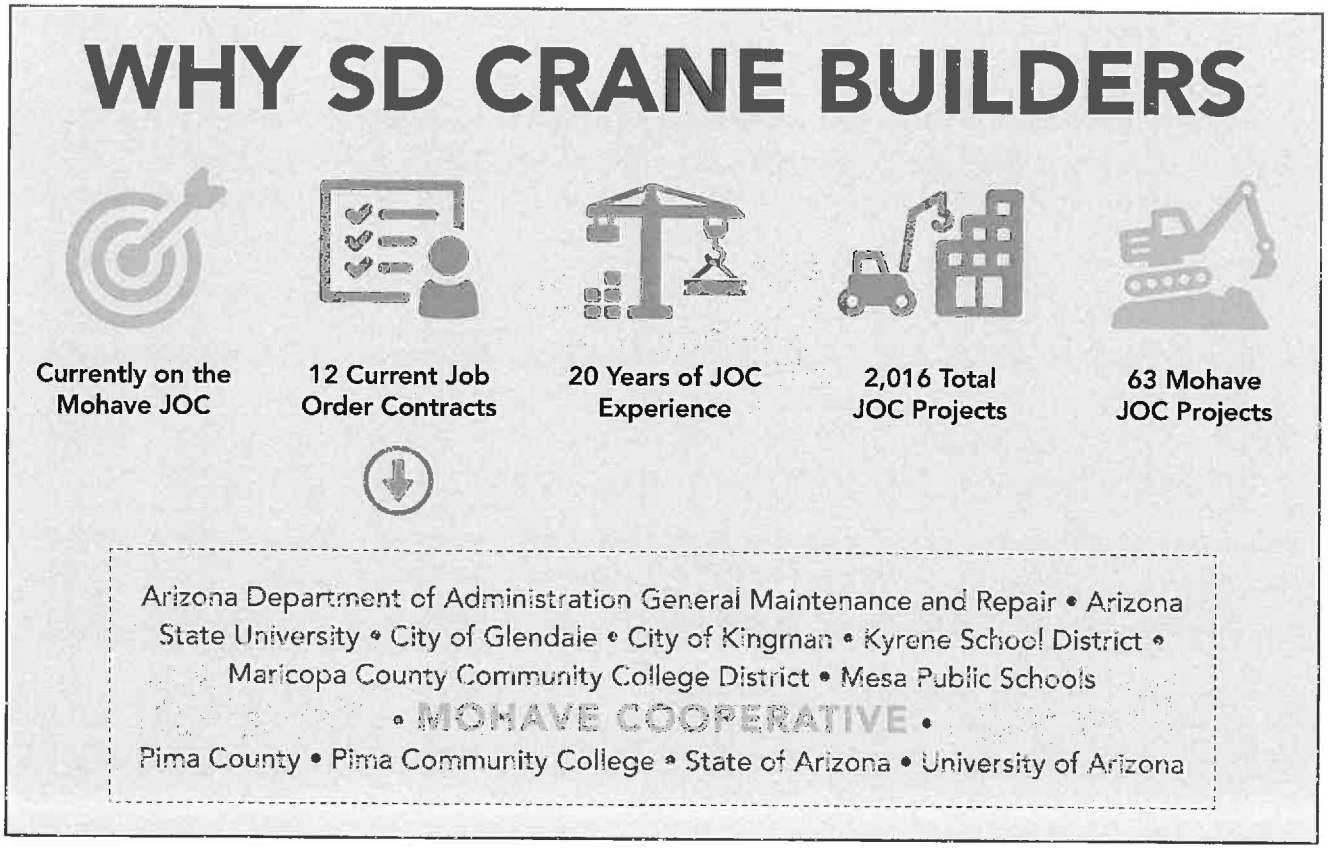
What is your plan for responding to and performing multiple JOC orders at the same time?

Our **WHATEVER IT TAKES** attitude makes prioritizing and completing multiple, simultaneous projects possible. As with our current Job Order Contracts, each project will be treated with the same high level of importance. We will immediately assign each project to a full Team and have them on site as soon as possible. SD Crane Builders' JOC experience has taught us that there are high-volume time periods with multiple, simultaneous projects. These high-volume time periods are the reason we are proposing multiple Key Team Members to be able to respond to the Mohave Member's needs. In addition to our proposed Key Team Members, we also have Support Staff ready to jump on board during times of booming construction to ensure successful project completion.

What limitations will you have geographically or in the number of simultaneous JOC orders?

We have NO geographic limitations within the State of Arizona and **NO** limitations in the number of simultaneous JOC orders. Not only do we have resources in the Phoenix area, but we also have Team Members in the northern and southern parts of the state. Additionally, each one of our Team Members is willing and able to relocate for a project duration to any part of Arizona. SD Crane Builders has ample personnel with a wealth of construction knowledge available at any time.

Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.



How do you set goals and monitor the performance of your company?

GOALS

SD Crane Builders' company goals revolve around **100% CUSTOMER SATISFACTION**. We strive for honesty, integrity, teamwork, and safety in all aspects of our work.

Before we begin a JOC project, we will schedule a project kick-off meeting with the Owner to set and agree to the project goals. During this meeting, we will identify long lead items, project milestone dates, and other requirements that will result in measurable goals. We are dedicated to doing **WHATEVER IT TAKES** to ensure the ultimate goal of a successful project is met.

PERFORMANCE MONITORING

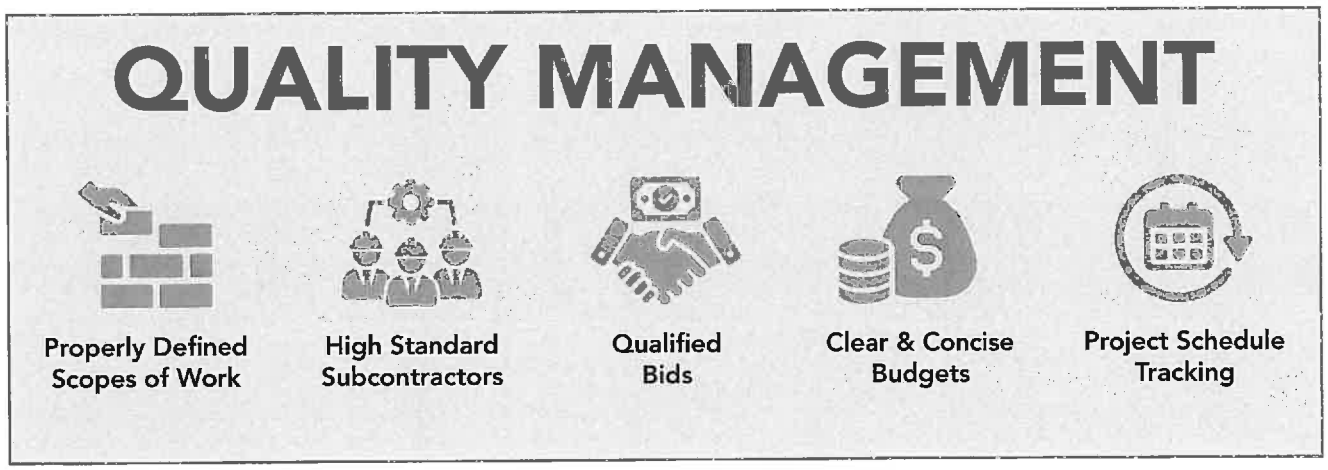
Throughout construction of a project, our Project Managers will maintain constant communication with the Project Team. From start to completion, they will monitor Team performance against key indicators like adherence to schedule and budget tracking. Tom Adamcik (General Superintendent) will oversee the field performance and regularly visit all project sites to conduct inspections.

At the completion of each project, SD Crane Builders will gather the specific Project Team to review individual and overall project performance. We will discuss lessons learned and how to implement solutions for risk mitigation on future projects. We will also update Subcontractor performance reviews in our prequalification database, allowing us to make informed decisions on possible forthcoming Subcontractor agreements.

How do you inspect the work to ensure quality?

SD Crane Builders' quality management plan includes regular on site **QUALITY CONTROL INSPECTIONS**, ensuring only superior standards are achieved. Planned and unplanned inspections by Tom Adamcik (General Superintendent) keep our Project Team's compliant with our strict quality regulations.

While on site, all delivered materials will be verified according to the approved plans and submittals, guaranteeing accurate project products. We have strict field supervision while materials are being installed to double check all items are per the manufacture specifications, contract documents, and of the utmost quality.



How do you stay on schedule?

Preparing a preliminary schedule is critical to a successful project. This schedule will detail milestone dates including the procurement of long lead items. Throughout the construction process, the Operations Team will utilize Microsoft Office 365 and Spectrum (Viewpoint's project management and accounting program).

We use these programs to track:

- All project costs
- Contingencies
- Allowances
- RFI's
- Submittals
- Project change requests
- ASI's
- As-builts
- Closeout documents

These two software programs allow us to track day-to-day changes providing **ON GOING PROJECT STATUS** and schedule reporting. Our Team will bring these schedules and logs to each meeting to review and discuss them with the Owner.

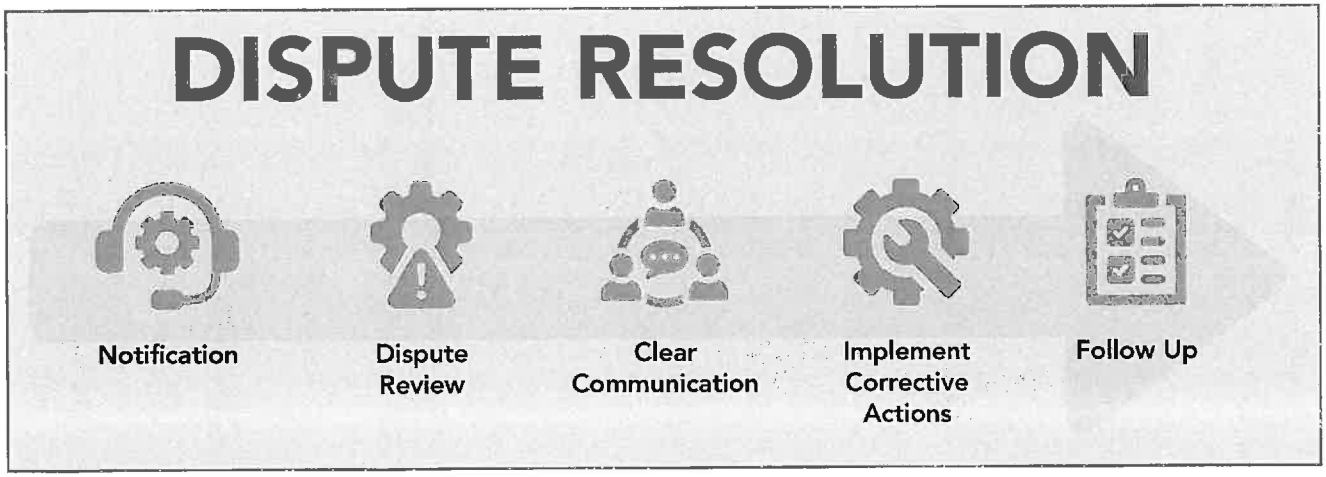
We understand that even the most dynamic and inventive of schedules can be rendered useless without the entire Project Team buying in to the common goal of completing the project on time. To help ensure buy in, we will only hire qualified Subcontractors who share in our Team philosophy. In turn, this will create an atmosphere of continuous cooperation and communication throughout each JOC project.

The Project Team will stay in constant communication with the Subcontractors to ensure on time mobilizations, material shipments, and available manpower. We will verify the Owner's schedule requirements are detailed in all contract agreements and continually updated as the Owner needs.

To further assist in staying on schedule, SD Crane Builders will distribute a three-week look aheads to Subcontractors, which will contain progress and milestone dates. Our Superintendents will also send **DAILY EMAIL UPDATES** to the Owner to aid in verifying items are on task according to the schedule.

What is your complaint and dispute resolution procedure?

SD Crane Builders philosophy regarding complaints and disputes begins with open and honest communication. We believe it is essential to provide accurate direction to our Subcontractors. Our contracts are clear and we meet with all Subcontractors early to explain our expectations.



As projects progress, we will continually monitor and resolve open issues before they become a claim and/or litigation. While we work hard to avoid legal issues, we understand that misunderstandings and disputes can happen during a construction project. SD Crane Builders' complaint and dispute resolution procedure involves:

- Review all documents with Project Team and Subcontractor
- Notify Owner of any requested changes
- Verify corrective actions are implemented

Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.

Quality is a founding value that SD Crane Builders is built on. Every unique scope of work carries a set of specific challenges and factors that have the potential to impact quality and value of work. See the below quality assurance methods.

QUALITY ASSURANCE

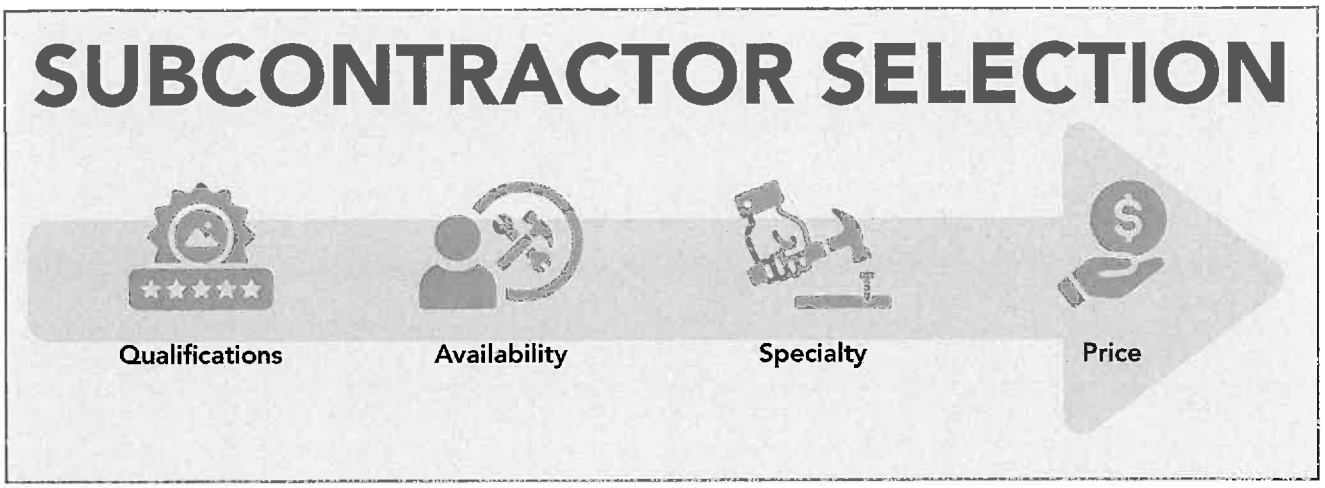
SD CRANE BUILDERS' METHODS FOR QUALITY ASSURANCE:

PROPERLY DEFINED SCOPES OF WORK
SD Crane Builders will evaluate and further define all scopes of work for our Subcontractors to help detail our expectations of quality.

HIGH STANDARD SUBCONTRACTORS
Finding the right Subcontractor for the job can sometimes be the difference between the absolute best quality and value, or less than acceptable quality and value. SD Crane Builders qualifies all of our Subcontractors on a project-by-project basis to ensure that the most high standard Subcontractor gets matched with any given project.

QUALIFIED BIDS
SD Crane Builders will take the time to review and qualify the bids of every Subcontractor on the project to ensure that funds are being used responsibly and effectively.

CLEAR AND CONCISE BUDGETS
Our Team will generate accurate, detailed, and complete budgets giving the Owner the assurance exactly where their project dollars are being allocated.



Provide a statement of your plan for managing subcontractors.

SD Crane Builders' Subcontractor management plan starts from the initial setup of a project in preconstruction. At this time, we meet with the project Owner to identify the scope of work and determine trades needed. Once the scope of work is distinguished, our Preconstruction Team will meet and review all project documents to make the selection of which Subcontractors will best fit the project requirements. We will review our Subcontractor data base and make selections based upon the Vendor qualifications, experience, and available manpower. Our Team will also analyze the Subcontractor prequalification package we have on file which includes up-to-date licensing and certifications.

If there are plans and specifications available for the JOC project, we will send all documentation to the selected Vendors to provide a quote. If a job walk is necessary, then we will schedule a job walk with the Owner, Subcontractors, and our Preconstruction Team. We **COMPETITIVELY BID 3** or more Subcontractors per trade to guarantee the best value to our JOC Owners.

Upon receiving the award of the project, the Operations Team will meet and create all contract documents necessary for each Subcontractor. These contract documents will include requirements for scope of work, safety, and project schedule. Submittals are requested immediately and sent to the Owner for approval.

Once the Subcontractors are on site, our Project Team is constantly inspecting the work for proper installation and documenting the progress with photographs. Our Project Superintendent will hold weekly **MANDATORY SAFETY MEETINGS** that all Subcontractors on site must attend.

Once the project is complete, we request closeout documents from all Subcontractors. We gather the warranties, affidavits, and operation and maintenance manuals for a complete closeout package to send to the Owner.

Provide a statement acknowledging your intent to not use price as the sole determining factor when selecting subcontractors under any awarded contract.

SD Crane Builders does not use price as the sole determining factor when selecting a Subcontractor. We have created a process where Subcontractor selection is based on a combination of qualifications and price to determine the **BEST VALUE FOR THE OWNER.** Those who are highly qualified, fully understand the goals of the project, and adds financial value to the project will be considered. We also take schedule and available manpower into account upon selection.

How will you recruit subcontractors, particularly in the local communities where work will be performed?

SD Crane Builders has vast knowledge and strong working relationships with Subcontractors around the state. We will leverage many different qualified Subcontractors for the required scopes of work. Our plan for recruiting local Vendors will involve proactive outreach through our current Subcontractor community. We have an expansive list of prequalified Vendors that we can filter through and solicit to specific organizations in the area of that JOC project. With our wide range of experience in Job Order Contracts, we understand the need to prioritize these partnerships and will continue to recruit and contract local Subcontractors.

For subcontractors performing specialized work, such as airports, include information as to how you will ensure subcontractor has the experience, training, knowledge, and/or certifications required to perform the work.

During preconstruction, we will meet with the Owner to discuss the specialized scope of work. Having a clear understanding of the Owners expectations is imperative to communicating it to our Subcontractors. **ALL OF OUR SUBCONTRACTORS ARE REQUIRED TO SUBMIT A PREQUALIFICATION FORM PRIOR TO BIDDING ON ANY PROJECT.** These prequalification forms include details on experience, training, and certifications they may have. Once our Preconstruction Team has the scope of work for a specialized project, they will review the prequalification packages for the most qualified Subcontractors to solicit to.

SD Crane Builders has also completed many specialized projects within airports, public safety areas, and high-profile buildings. We have an on going database of the Subcontractors who have worked on those projects with us so when we are submitting on a new specialized project, we can research who has previous experience.

How will you ensure acceptable quality for work performed by subcontractors?

SD Crane Builders will have a rigorous quality control procedure implemented for all awarded JOC projects, ensuring only **EXCEPTIONAL QUALITY WORK**. This starts in the selection process of our Subcontractors in preconstruction. Partnering with high standard Vendors is essential to quality work performed.

Upon receiving approval of the project, the Operations Team will create the subcontract documents. Once subcontract agreements are distributed, we will begin collecting submittals immediately. The Project Team will review these carefully, verifying correct information was presented. Once the submittal is approved by the Owner, we will then release the Subcontractor to order material. Verifying correct submitals and materials assists in the quality work performed once on site.

Once construction mobilizes, the Project Superintendent will be on site daily to inspect all executed work. The Superintendent will conduct meetings with each Subcontractor to discuss their scopes and execution methods to ensure only quality measures are taken.

Once subcontract agreements are distributed, we will begin collecting submittals immediately. The Project Team will review these carefully, verifying correct information was submitted. Once the submittal is approved by the Owner, we will then release the Subcontractor to order material.

How will you address controversies and claims related to work performed by subcontractors?

Addressing controversies and claims relies on accurate and reasonable contract documents. Our assigned Preconstruction Team and Operations Team will meet to review all project documents prior to sending agreements to the selected

Subcontractors. These documents detail scopes of work that include material quantities, schedule dates to meet, and safety requirements once on site. All project plan pages and specifications are recorded in the contract documents and must be acknowledged.

Should challenges surface during a project, whether with a Subcontractor or construction related matters, we will prioritize reviewing our agreed upon documentation. Providing clear instructions to our Subcontractors is critical and we ensure clarity by communicating our expectations early.

Throughout all JOC projects, our proactive approach will involve consistent monitoring and resolution of any issue before it escalates into a potential claim. At SD Crane Builders, our commitment to open communication and proactive resolution aims to promptly and effectively mitigate controversies and claims.

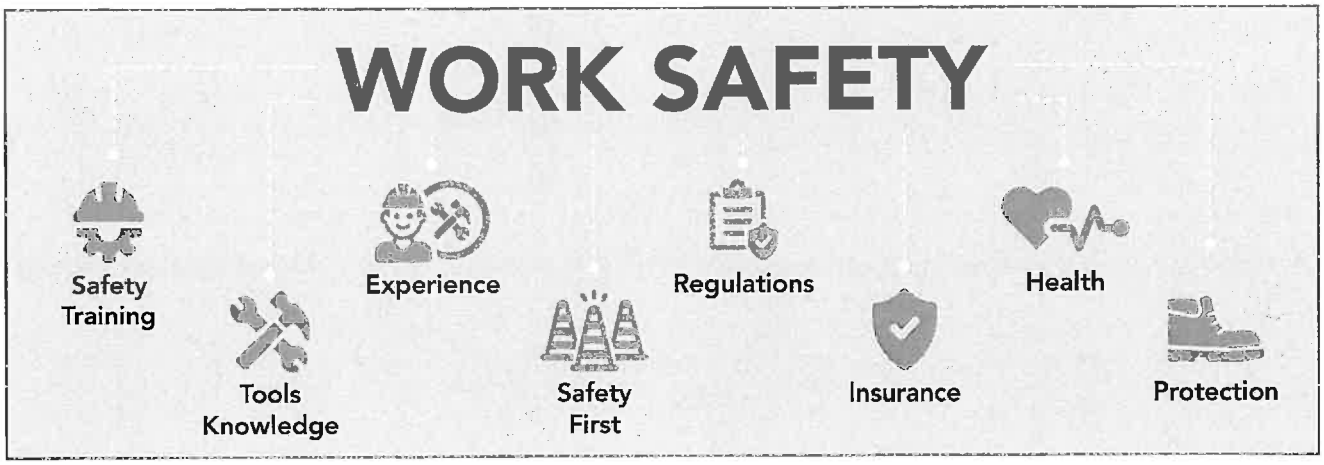
Provide other pertinent information that will help Mohave evaluate your subcontractor management capabilities.

SD Crane Builders provides all Subcontractor quote back up when submitting proposals. We will submit 3 Subcontractor bids per trade and can contract Owner preferred Vendors as necessary.

For firms who self-perform and do not subcontract work, provide your confirmation that any future subcontracts shall follow the requirements specified in the subcontractor management plan as outlined above. Mohave may request a copy of your plan prior to allowing subcontracting under an awarded contract.

SD Crane Builders does not typically self-perform any work, but we are able to if it is in the best interest of the Owner. On the occasion when SD Crane Builders does self-perform work, we can confirm that we will follow the requirements specified in the Subcontractor management plan and verify that our Team is meeting all requirements of the Mohave Job Order Contract.

> ***SD Crane Builders has not only provided exceptional services, but they have also demonstrated that they have the resources, expertise, and staffing necessary to provide complete customer care at Mesa Public Schools."***
>
> *– Karen Fleetwood,*
> *Procurement Specialist Supervisor, Mesa Public Schools*



Provide a copy of your firm's safety management plan.

CONSTRUCTION SAFETY IS OF THE UTMOST IMPORTANCE TO SD CRANE BUILDERS. We strictly enforce our safety management plan with our Subcontractors and Suppliers. We believe that early discovery of potential safety challenges is the foundation for accident prevention. All of our Subcontractors, Suppliers, and Vendors are contractually bound to adhere to our safety program.

The following are included in our Safety Management Plan:

- **PLANNED INSPECTIONS** by the SD Crane Builder's Team and Tom Adamcik (General Superintendent) prior to mobilization.
- **UNPLANNED INSPECTIONS** by Tom Adamcik (General Superintendent) are conducted to spot check compliance to company policies, OSHA requirements, and any job specific safety plans that may be in place.
- **JOB HAZARD ANALYSIS** (JHA) is performed to identify any and all hazards. Specific requirements are then developed and implemented to assure a safe completion of the project.

Also included within our safety plan, is our weekly "tool box" meetings. Each week, the Superintendent will hold a mandatory safety meeting on site to discuss the safety measures in place. In order to ensure that our meetings are focused on the immediate scope of work, we conduct a three part hazard identification process that involves the Estimator, Project Manager, Project Superintendent, and Tom Adamcik (General Superintendent). Prior to mobilization, any and all safety precautions needed to be identified for that particular scope of work will be discussed and a "tool box" meeting topic will be developed.

In addition to each Subcontractor being contractually bound to our safety program, all Subcontractors are required to provide Safety

Data Sheets (SDS) on each project. We keep these sheets on the job site with the Superintendent, as well as on file at the office.

All on site personnel are required to wear Personal Protective Equipment (PPE) at all times. SD Crane Builders will post signs detailing required safety equipment and prohibited behaviors. Any Subcontractor, Supplier, or Vendor caught in defiance of these requirements will be immediately removed from the project site.

Provide a copy of your firm's safety training program.

Please see our safety training program in the separate marked binder.

Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company.

Please see our EMR letter on page 92.

ADP IA
Automatic Data Processing
Insurance Agency, Inc.

March 9, 2023

SD Crane Builders, INC.
1215 W. Rio Salado Pkwy #109
Tempe, AZ 85281

RE: Workers Compensation Experience Modification Factor

To Whom It May Concern:

Per the National Council of Compensation Insurance, Inc., (NCCI), please accept this letter as evidence of the Experience Modification Factors for the last three policy years for SD Crane Builders, Inc., are as follows:

Year	Modification
2020/21	.89
2021/22	.90
2022/23	.88

Very truly yours,

Nancy M. Murin

Nancy M. Murin
Vice President
Automatic Data Processing Insurance Agency, Inc.

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Instructions to Offeror and Checklist Form
(Place after Tab 3a)

You have received this solicitation because of information you provided on Mohave's "online prospective bidders sign-up." **Review this document in its entirety to make sure you fully understand the services and products that we are requesting.** Please do not assume a particular form, section, or requirement does not, or should not, apply to you. Contact Mohave at contracts@mesc.org with questions.

We have included this checklist to assist you in preparing your response. Follow each step, placing the required information in your response binder in the proper place. **All of the items listed below are required.** Initial next to each item to indicate completion.

PRICING SHALL NOT BE INCLUDED IN YOUR STATEMENT OF QUALIFICATIONS.

JDC **Step ONE:** Read and understand the document. You are responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to contact the Contract Specialist as shown on page 1 for clarification on any items contained in this solicitation.

JDC **Step TWO: One (1) original response, and a complete electronic version (scanned.pdf) of your Statement of Qualifications shall be submitted in a three-ring loose-leaf binder in the format detailed below.** Statements of Qualifications shall contain all descriptive literature, submittal requirements, and any other information required by the solicitation. Include two (2) USB, or similar electronic media device containing electronic copies of your submitted documents with the binder.

Statements of Qualifications must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand; however, writing shall be legible.

JDC **Step THREE:** Statement of Qualifications shall be organized and presented in the order as specified below, with separate tabs and sub-tabs (e.g., 1a, 1b) and dividers.

JDC **Step FOUR:** Confirm that the Statement of Qualifications is complete and signed on page 2 by an authorized representative.

JDC **Step FIVE:** Keep a complete copy of your Statement of Qualifications for your records.

JDC **Step SIX**: Statements of Qualifications shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation. Statements of qualifications must be in the actual possession of Mohave on, or prior to, the exact time and date set for Request for Qualifications opening. Pricing is not requested in the Statement of Qualifications and shall not be included in your response.

A Request for Qualifications tabulation (a list of respondents) will be posted at www.mesc.org within one week of the RFQ opening.

Tab and Sub-tab Arrangement

Tab 1: Offer and Signature Form, General Terms and Conditions, and Scope of Work

JDC **Tab 1a** – The **required signed** *Offer and Signature Form* is placed after Tab 1a.

Failure to sign the Offer and Acceptance Form shall render response to the request for qualifications as non-responsive.

JDC A copy of suspension or debarment letter (if applicable) is placed after Tab 1a.

JDC A copy of the *Confidential/Proprietary Submittal Form* is placed after Tab 1a.

JDC **Tab 1b** – Signed amendments, if any, are placed after Tab 1b.

Instructions to Offeror and Checklist Form
(Place after Tab 3a)

You have received this solicitation because of information you provided on Mohave's "online prospective bidders sign-up." **Review this document in its entirety to make sure you fully understand the services and products that we are requesting.** Please do not assume a particular form, section, or requirement does not, or should not, apply to you. Contact Mohave at contracts@mesc.org with questions.

We have included this checklist to assist you in preparing your response. Follow each step, placing the required information in your response binder in the proper place. **All of the items listed below are required.** Initial next to each item to indicate completion.

PRICING SHALL NOT BE INCLUDED IN YOUR STATEMENT OF QUALIFICATIONS.

JDC **Step ONE:** Read and understand the document. You are responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to contact the Contract Specialist as shown on page 1 for clarification on any items contained in this solicitation.

JDC **Step TWO: One (1) original response, and a complete electronic version (scanned.pdf) of your Statement of Qualifications shall be submitted in a three-ring loose-leaf binder in the format detailed below.** Statements of Qualifications shall contain all descriptive literature, submittal requirements, and any other information required by the solicitation. Include two (2) USB, or similar electronic media device containing electronic copies of your submitted documents with the binder.

Statements of Qualifications must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand; however, writing shall be legible.

JDC **Step THREE:** Statement of Qualifications shall be organized and presented in the order as specified below, with separate tabs and sub-tabs (e.g., 1a, 1b) and dividers.

JDC **Step FOUR:** Confirm that the Statement of Qualifications is complete and signed on page 2 by an authorized representative.

JDC **Step FIVE:** Keep a complete copy of your Statement of Qualifications for your records.

JDC **Step SIX:** Statements of Qualifications shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation. Statements of qualifications must be in the actual possession of Mohave on, or prior to, the exact time and date set for Request for Qualifications opening. Pricing is not requested in the Statement of Qualifications and shall not be included in your response.

A Request for Qualifications tabulation (a list of respondents) will be posted at www.mesc.org within one week of the RFQ opening.

Tab and Sub-tab Arrangement

Tab 1: Offer and Signature Form, General Terms and Conditions, and Scope of Work

JDC **Tab 1a** – The **required signed** *Offer and Signature Form* is placed after Tab 1a.

Failure to sign the Offer and Acceptance Form shall render response to the request for qualifications as non-responsive.

JDC A copy of suspension or debarment letter (if applicable) is placed after Tab 1a.

JDC A copy of the *Confidential/Proprietary Submittal Form* is placed after Tab 1a.

JDC **Tab 1b** – Signed amendments, if any, are placed after Tab 1b.

> ***SD Crane is a top tier contractor. They have delivered multiple project for us – all within budget and on time."***
>
> *– Doug McCarthy,*
> *Director of Facilities Planning & Development,*
> *Maricopa County Community College District*

WHY SD CRANE BUILDERS

WE ARE A JOC CONTRACTOR | We are **CURRENTLY ON THE MOHAVE CONTRACT** and have 63 projects delivered using the Mohave JOC. We have over 20 years of JOC experience and are currently managing 12 Job Order Contracts. Our expertise is in Job Order Contract projects, constructing 2,016 projects and counting.

SPECIALIZED PROJECTS | SD Crane Builders is an expert in completing projects in secured facilities such as airports, correctional facilities, and government buildings all around Arizona. We understand the different procurement methods an Owner may have based on the project funding like federally funded or School Facilities Board funded. Due to our vast experience, there is **NO LEARNING CURVE** for us.

CUSTOMER SATISFACTION | The cornerstone of our mission statement is **"THE JOB IS NOT COMPLETE UNTIL THE CUSTOMER IS 100% SATISFIED."** This starts in preconstruction and continues all the way through the warranty period. SD Crane Builders stands behind all our work and we are ready to start immediately.

PROVEN TRACK RECORD | Our fail-safe construction management process gives us a proven track record of consistently delivering projects **ON TIME** and **WITHIN BUDGET**. We will use these same best practices to ensure the project requirements are all met while using the Mohave JOC.

JOB ORDER CONTRACTING IS WHAT WE DO BEST!

> ***Many thanks for all the time and efforts invested in getting this together for us. The SD Crane response and turn-around time has indeed been impressive throughout."***
>
> *– Judy Swartz,*
> *Manager, Facilities Services, Arizona State University*

SD CRANE
BUILDERS, INC.

1215 W. RIO SALADO PKWY. • SUITE 109 • TEMPE, AZ 8528
480.832.1777 • sdcranebuilders.com

MOHAVE COOPERATIVE

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SD Crane Builders, Inc
Response to RFP 24B-0711

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4/5/18 EH

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A copy of suspension or debarment letter (if applicable) is placed after Tab 1a.

SD Crane Builders has never been suspended or debarred.

Steven D. Crane

Printed Name

President/CEO

Title

Signature

Technical Proposal
Confidential/Proprietary Submittal Form
(Place after Tab 1a)

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Any documentation marked as confidential or proprietary must be identified below. Any confidential or proprietary information NOT identified as instructed shall be deemed as non-confidential or non-proprietary.

- ***Pricing shall not be considered as confidential information.***
- ***Financial information after Tab 2d shall be considered as confidential information.***
- ***Your entire offer and any publicly known or available information shall not be considered as confidential/proprietary information.***

Confidential/Proprietary Submittals (mark one):

X — No confidential/proprietary materials have been included with this offer.

_____ — Confidential/proprietary materials have been included with this offer. Offerors shall identify below any portion of their offer they deem confidential or proprietary as specified in the General Terms and Conditions 6. Confidential Information.

The confidential/proprietary information identified below does not guarantee that disclosure will be prevented but that the item(s) will be subject to review by the offeror and Mohave prior to any public disclosure.

SD Crane Builders, Inc.
Firm

Authorized Signature

MOHAVE COOPERATIVE

Amendment 1
Request for Proposal 24B-0711
Job Order Contracting for Various Construction Trades

Amendment 1 is hereby made part of the solicitation documents and shall be included in all submitted formal sealed proposals. Offeror shall formally acknowledge receipt of Amendment 1 by including this page, signing, and dating the following:

Amendment 1 is acknowledged by your signature: _____

Printed Name and Title: Steven D. Crane President/CEO

Name of Firm: SD Crane Builders, Inc.

Date: July 11, 2024

Place a signed copy of Amendment 1 after Tab 1b in your formal proposal.

Note: The published due date and time of July 11, 2024 at 3:00 p.m. (local Arizona time) remains unchanged.

JOC RFP 24B OPEN BOOK PRICING WORKBOOK REVISIONS:

The administration deduction calculation completed in the *Price Summary* worksheet was revised to only deduct the administration fee from the *Additional Labor and Service Cost*, as applicable.

The required entry of a Tax Rate and Bond Rate and the automatic calculations for Tax and Bond were removed. These rates will now have to be manually entered for each project quoted.

JOC RFP 24B Open Book Pricing Workbook.xlsx is revised as follows:

- **Line 10** – Project Total was deleted.
- **Line 11** – Adminfee Deduct was revised to Adminfee Deduct (From Additional Labor and Services).
- **Line 39** – Tax (Enter applicable tax rate), this was included as an automatic calculation was revised to Tax (Enter applicable tax amount) to be completed as manual entry.
- **Line 41** – Bond, if applicable (Enter applicable bond percentage), this was included as an automatic calculation was revised to Bond, if applicable (Enter applicable bond amount. NOTE: Bonds shall be calculated per the rates provided in #7 of your Price Proposal and follow the Bond Methodology Description) to be completed as manual entry.
- Changes have been highlighted green in the workbook.

All questions regarding Request for Proposal 24B-0711 should be directed to:

Michael R. Nentwig, CPPB, Contract Specialist
Email: contracts@mesc.org
Telephone: (928) 718-3204

Lari Staples, CPPO
Executive Director
Mohave Educational Services Cooperative, Inc.

Published Date: June, 21, 2024

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

Some General Terms and Conditions may specify placement of information in tabs other than Tab 1c as noted in the title above. Pay close attention to placement information as indicated in select General Terms and Conditions.

1. **ADVERTISING**

Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of contracted products, materials, processes and services to members. Any promotional marketing materials using the Mohave logo shall be approved by a Mohave Contract Specialist in advance.

2. **AVAILABILITY OF FUNDS**

Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.

3. **CANCELLATION**

3.1. Cancellation Process: The following requirements shall apply to all cancellation notices issued under an awarded contract:

a) A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.
b) Upon cancellation, all products, materials, processes and services 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.
c) Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed, and materials accepted before the effective date of the cancellation.
d) Cancellation shall have no effect on projects in progress prior to the effective date of the cancellation.
e) Contract vendor is obligated to continue submitting monthly reconciliation reports and administrative fee payments until all purchases are complete and closed.

3.2. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or if the original contract holder is sold and ownership is transferred to a new party.

3.3. Cancellation for conflict of interest: In accordance with A.R.S. §38-511, Mohave may cancel the contract within 3 years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of Mohave is or becomes at any time while the contract, or an extension of the contract is in effect, an employee of or a consultant to any party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when the contract vendor receives written notice of the cancellation unless the notice specifies a later time.

3.4. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members.

3.5. Cancellation for no or low-usage: 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.

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

3.6. Cancellation for non-performance or contract vendor deficiency: 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:

a) Failing to comply with the accepted terms and conditions of the contract;
b) Providing material that does not meet the specifications of the contract;
c) Providing work and/or material that was not awarded under the contract;
d) Failing to adequately perform the services set forth in the scope of work and specifications;
e) Failing to complete required work or furnish required materials within a reasonable or specified amount of time;
f) 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;
g) Failing to provide required performance bonds; or,
h) 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.

3.7. 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.

3.8. 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.

3.9. 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.

3.10. Gratuities: If Mohave determines that any contract vendor or an employee of the contract vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of Mohave or a member employee who supervised or participated in the planning, recommending, selecting or contracting of the contract, in accordance with A.R.S. §15-213(O), Mohave may, by written notice, terminate the contract, in whole or in part. 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.

3.11. Contract vendor offerings: Mohave may, by written notice, terminate the contract in whole or in part, if Mohave determines that employment or a gratuity was offered or made by the contract vendor or a representative of the contract vendor to any officer or employee of the school district or school purchasing cooperative for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including making of any determination or decision about contract performance.

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

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.

5. CERTIFICATION

By signing the *Offer and Acceptance Form* (page 2 of the RFP), offeror certifies the following:

a) Offeror has examined and understands the terms, conditions, scope of work, specifications and other documents in this solicitation.

b) The submission of the proposal did not involve collusion or other anticompetitive practices and that the offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) has or will occur. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.

c) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

d) Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state, has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.

e) Offeror agrees to comply fully with any and all provisions of A.R.S. Title 32, Chapter 10 (Registrar of Contractors) that may regulate offeror's business.

f) Offeror shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and A.R.S. Title 41, Chapter 9, Article 4).

g) Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.

h) If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract, only those materials and/or services awarded to contract vendor by Mohave.

i) If awarded a contract, offeror shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request For Proposal.

j) If awarded a contract, offeror agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin.

k) Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance with current federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify employee eligibility verification program.

l) Offeror shall comply with A.R.S. §35-393.01 and certify that they are not currently engaged in and agree that for the duration of the contract to not engage in, a boycott of Israel.

m) If applicable to the products and services offered under this contract, Offeror shall comply with current applicable requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA) and accompanying regulations. Contract vendor agrees to work with the member in the course of performance so that the member and contract vendor are in compliance with HIPAA.

n) Pursuant to A.R.S. § 35-394, by signing the *Offer and Acceptance Form* the offeror entering into a contract with Mohave certifies they do not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

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

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 multiple contracts, with the exception of information deemed confidential by Mohave.

7. CONFIRMATION/DISCUSSIONS

7.1. 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.

7.2. Discussions: Discussions shall not be conducted with offeror(s).

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 agrees that if a contract is reassigned as part of an acquisition/merger, the contract vendor will notify Mohave once legally permissible. Mohave reserves the right to accept or reject any reassignment of an awarded Mohave contract. Mohave shall not unreasonably withhold approval of a contract transfer resulting from an acquisition/merger. Mohave shall notify the contract vendor of its decision within fifteen (15) days of receipt of written notification from contract vendor of the acquisition/merger.

8.5. Contract claims or controversies: The requirements of the Arizona Procurement 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 A.R.S., 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. A.R.S., 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.

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

8.6. Contract placed on hold: Mohave shall have the ability to place a contract on hold if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

8.7. Modification of contract: An awarded contract may be modified for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise. The contract modification will become effective upon agreement by contract vendor and Mohave.

8.8. Novation: If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

8.9. Order cycle overview:

One, or both, of the following order cycles will apply to an awarded contract. A sample reconciliation report will be provided to contract vendors who have been awarded a contract. Instructions for including purchase order, Pcard/credit card purchases, will be contained in that sample reconciliation report and email.

For Procurements made with purchase orders:

1. Member and/or contract vendor forwards purchase orders to Mohave that is made out to the contract vendor and includes contract number, along with a copy of the contract vendor's quote.
2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave, based on invoices paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected invoices.

For Procurements made with Pcards/credit card:

1. Member purchases directly from contract vendor using a Pcard/credit card and forwards a copy of detailed contract vendor quote to Mohave (if applicable).
2. Mohave reviews and emails contract vendor quote with "*MESC Reviewed*" stamp, to contract vendor and member (if applicable).
3. Contract vendor provides product/services.
4. Contract vendor invoices member (if not previously paid with Pcard/credit card).
5. Member pays contract vendor (if not previously paid with Pcard/credit card).
6. Contract vendor sends monthly Reconciliation Report listing Pcard/credit card transaction, invoice or quotation to Mohave, based on Pcard/credit card purchases paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected Pcard/credit card purchases.

8.10. Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are to be returned to the member. Therefore, to the extent permitted by law, contract vendor returns or credits to the member any and all claims for such overcharges as to the products, materials, processes or services used to fulfill the contract.

8.11. Relationship of the parties: Vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

Technical Proposal
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(Place after Tab 1c)

8.12. Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

8.13. Successful performance: The sections of the solicitation defining the scope of services, requirements, or qualifications are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

9. COOPERATIVE PURCHASING

9.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any offer that prohibits to specific types of members (e.g., state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

9.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

9.3. Most favored customer relationship: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice and approval.

9.4. Eligible agencies: Any contract awarded from this solicitation shall be available to all Mohave members. Members shall have a current signed Mohave Cooperative Purchase Agreement. Member is defined as an Arizona public school district, cities, counties, state agencies, community colleges, universities, political subdivisions, and qualifying non-profit educational and public health organizations that meets the requirements of §115 of the Internal Revenue Code. Mohave has approximately 470 members throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract shall be at the sole discretion of Mohave's members.

10. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 8) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

11. EVALUATION and AWARD

11.1. Basis of award: In accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(J), A.R.S. §34-604(F)(9) and §41-2579(F)(9), award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) receive the highest score(s) under the method of scoring in the RFP. To qualify for evaluation, a proposal must have been submitted on time, and materially satisfy all mandatory requirements identified in this document.

11.2. Competitive range: Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

11.3. Exceptions/deviations to requirements: All requested exceptions/deviations must be clearly explained. 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.

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

11.4. Effect of price: No contract shall be awarded solely on the basis of price.

11.5. Evaluation criteria: The weighted award criteria for this solicitation are as follows:

Award(s) shall be made to the responsive and responsible offeror(s) whose proposal(s) is/are determined in writing to be most advantageous to Mohave for its members.

Responsive and responsible offeror(s) shall provide the following requirements:

Criteria	Points
Technical Proposal Evaluation	
Offeror's qualifications and experience	40
Quality of the technical proposal	20
Offeror's contract management plan	10
Offeror's quality management plan	10
Offeror's subcontractor selection and management plan	5
Offeror's safety management plan, safety training plan, and EMR	5
Offeror's financial capacity	5
References, past performance information and other pertinent information	5
Technical Proposal Total	**100**
Price Proposal Evaluation	
Cost (Coefficients, and Open Book Rates, Trade Service if offered)	65
Other project costs, e.g., travel, meals and incidental expenses (M&IE), transportation costs, energy costs, ownership costs, life cycle costs	10
Price Proposal Total	**75**
Grand Total	**175**

11.6. Evaluation process: Before opening any price proposal, the selection committee shall open and separately evaluate the final technical proposals and score the final technical proposals using the scoring method in this Request for Proposal. No other factors or criteria shall be used in evaluation and scoring. After completion of the evaluation and scoring of all final technical proposals, the selection committee shall open, evaluate, and score the price proposals, and complete scoring of the entire proposal using the scoring method in this Request for Proposal. No other factors or criteria shall be used in evaluation and scoring.

Mohave reserves the right to use a ranking system (the Heisman scoring method) for determining the final ranking of proposals. Each evaluator shall calculate their total assigned points for each proposal, applying a ranking of 1 to their highest score, a 2 to their next highest score, and so forth for all proposals. Each proposal shall have a final calculated rank determined by averaging each applied individual evaluator rank. Any final calculated rank ties shall be broken by using the grand total points (total of all evaluators assigned point totals for each proposal) for each of the tied proposals.

11.7. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the requirements contained in this solicitation. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

11.8. Maximum job order: The maximum dollar amount of an individual job order shall be one million dollars, or such higher or lower amount prescribed by the purchasing agency in an action noticed pursuant to Title 38, Chapter 3, Article 3.1, or a rule adopted by the purchasing agency as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

11.9. Method of evaluation: Mohave shall select a selection committee of not more than seven (7) members to evaluate the statement of qualifications. Composition of the selection committee shall comply with Arizona Administrative Code, Article 11: School District Procurement R7-2-1107, A.R.S. §34-604(C)(3) and §41-2579(C)(3).

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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 and/or Division 23, Heating, Ventilation and Air Conditioning. 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.

A multiple award shall be made only if Mohave 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, and Mohave. 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:

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

11.16. Responsible offeror: A responsible offeror is a firm or person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability that will assure good faith performance. Mohave shall determine an offeror to be responsible before awarding a contract to offeror.

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11.17. Responsive proposals: A responsive proposal conforms in all respects to the material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

11.18. Total costs: Total member costs include energy, facilities, repair costs, present values of money, contract vendor charges, personnel costs, and all other identifiable member costs. Contract vendor charges include all the costs of contract vendor support, materials, transportation, and all other identifiable costs associated with the proposal.

Contract vendor costs mean the costs of all hardware, materials, software, transportation, contract vendor support and all other identifiable costs associated with the proposal.

Contract vendor support means services provided by the contract vendor, such as consulting, education, training, management of the system purchased and other integration and maintenance support.

12. FEDERAL and STATE REQUIREMENTS

12.1. Affordable Care Act requirements: Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.

12.2. Audit rights: In accordance with applicable Arizona law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.

12.3. Clean Air Act, Clean Water Act and Environmental Protection Agency Regulations: Contract vendor and its subcontractors shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations (7 CFR 3016.36 (i) (12)). This shall only apply to federally funded projects subject to the Clean Air Act, Clean Water Act and current applicable EPA regulations, when notified by the member.

12.4. Compliance with federal and state requirements: Contract vendor agrees, when notified by the member, when working on any federally assisted projects with more than $2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand.

Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, when notified by the member, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

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

a) HUD-5369, Instructions to Offerors for Contracts, Public and Indian Housing Programs
b) HUD-5369-A, Representations, Certifications, and Other Statements of Offerors, Public and Indian Housing Programs
c) HUD-5369-B, Instructions to Offerors Non-Construction

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d) HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
e) HUD-5370, General Conditions of the Contract for Construction
f) HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
g) 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 and eligibility: Pursuant to A.R.S. §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 A.R.S. §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://www.e-verify.gov/employers/enrolling-in-e-verify.]

Mohave and its members reserve the right to confirm compliance. Mohave and/or Mohave members may request verification of compliance and request to inspect the papers from any contract vendor or subcontractor performing work under this contract. 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.

12.6. 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.

12.7. 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, when notified by the member.

12.8. Negotiations: In the event only one proposal is received, or no other price comparison is available for review, the following federal requirement shall apply: *2 CFR 200.324 (b): the non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.*

Mohave shall not conduct other negotiations outside of this requirement.

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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12.10. Offshore performance of work prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

12.11. Procurement of recovered material: Contract vendor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as stated in 2 CFR 200.323.

12.12. Prohibition on certain telecommunications and video surveillance services or equipment for procurements under federal grant funding: Contract vendor and its subcontractors shall comply with provisions as described in § 200.216 and Public Law 115-232, section 889 for prohibition on certain telecommunications and video surveillance services or equipment to procure or obtain, extend or renew or enter into a contract to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as described in Public Law 115-232, section 889.

12.13. Rights to inventions: Rights to inventions made under a contract or agreement as specified under Appendix II to 2 CFR shall apply for federally funded projects.

12.14. Subcontracts: Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.

12.15. Terrorism country divestments: In accordance with A.R.S. §35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

12.16. Compliance to federal solicitation requirements:

a) Offeror certifies that all pricing in their proposal has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor certification regarding non-collusion.

b) Offeror agrees to comply fully with U.S. Department of Agriculture, the Arizona Department of Education, U. S. Accounting Office, or any of their duly authorized representative to allow access to any books, documents, papers, and records of the offeror, which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. Additionally, the offeror shall provide all documents as necessary for the independent auditor to conduct the school food authority (SFA) single audit (if applicable). In the event of any unresolved audit findings, the records shall be retained beyond the five (5) year period for as long as required for resolution of these issues raised by the audit.

c) Offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

d) Offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60 30.

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e) Offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination 7 CFR 210.23 (b); Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and the FNS Instruction 113-6; "Civil Rights Compliance and Enforcement in School Nutrition Programs".

f) Offeror shall comply with the provisions of the Consumer Product Safety Act.

g) 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).

h) 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 for prohibited expenditures or as required in 7 CFR §210.21(f)(2).

i) Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.

j) The contract vendor shall provide products to the maximum extent practicable, domestic commodities or products in accordance with 200.322 (Domestic preferences for procurement), as applicable, 7 CFR 210.21(d), (Buy American Provision). The contract vendor shall provide to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities or produced.

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.

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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.

15. INTERVIEWS

After receipt and opening of preliminary technical proposals, Mohave will not hold interviews during the evaluation of this RFP.

16. LICENSES

In accordance with the Arizona Administrative Code, Article 11: School District Procurement R7-2-1112(A)(2), A.R.S. §34-605(E)(2) and §41-2580(E)(2): The contractor is required to be licensed to perform construction.

A contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. The contract vendor shall remain fully informed of and in compliance with all current ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated. Contact vendor shall immediately notify Mohave of any expiration, lapse, suspension or termination of license(s).

The contract vendor is not required to be registered to perform design services pursuant to A.R.S. Title 32, Chapter 1 if the person actually performing the design services on behalf of the contract vendor is appropriately registered.

17. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

17.1. Late proposals: Except as authorized by Arizona procurement rules and code, late proposals shall not be considered. Offeror shall be responsible for all shipping costs when requesting the return of a late proposal.

17.2. Withdrawal of proposal: An offeror may withdraw a proposal in writing at any time before proposal opening if the withdrawal is received before the proposal due date and time at the location designated in the Request for Proposal for receipt of proposals. After the opening time and date, proposals may not be withdrawn, except as allowed by Arizona procurement rules and code.

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18. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of work and specifications
4. RFP response
5. Attachments and exhibits
6. Documents referenced or included in the solicitation

19. ORDERING CYCLE

19.1. Acceptance of orders: This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

19.2. Audit of contract activity: Mohave will audit some of the invoices related to this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.

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 reports on a periodic basis and status reports upon request. 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 awarded contract.

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's name, 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.

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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 amounts. 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 and/or 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.

20.7. Prepayment: In accordance with the Uniform System of Financial Records and A.R.S. §15-905(N), prepayments may be requested on items that normally require prepayment in order to be procured or to receive a discounted price. Items not meeting these prepayment specifications may be paid only after receipt of goods and services.

20.8. Progress payments: Members may make progress payments under the following conditions: 1) Member and contract vendor agree to the terms of the progress payments prior to issuing a purchase order; 2) member accepts responsibility for verifying the validity of each payment application; 3) payments are made only after goods and/or services are verified; and 4) any such payments are made in full compliance with member's local governing entity rules and any and all other applicable state rules and regulations.

20.9. Quick pay discounts: Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

20.10. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid or Pcard/credit card transactions made in the previous month.

Purchases made with purchase orders: Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month.

Purchases made with Pcard/credit cards: The report must be identified as Pcard/credit card when submitted. Items in the report must include member names, notation that the purchase was made with a Pcard/credit card, date of transaction, job number designation, amounts, administration fees, invoice numbers (if applicable), invoice dates (if applicable) and credit/return information for all invoices paid in the prior month. An electronic copy (e.g., PDF) of the detailed Pcard/credit card sales receipt, invoice, or quotation shall be provided for review.

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The payment and reconciliation report are due per the schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10th, 15th, 20th, 25th or 30th** of the following month and will be specified, if awarded a contract, in the award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Contract vendor shall make Mohave administration fees payable to **Mohave Educational Services Cooperative, Inc.** Payment details shall be provided to the contract vendor, if awarded a contract.

21. PREPARATION OF PROPOSAL and PROPOSAL FORMAT

21.1. Modification of proposal: An offeror may modify a proposal in writing at any time before proposal opening if the modification is received before the proposal due date and time at the location designated in the Request for Proposals for receipt of proposals.

21.2. Cost of proposal preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

21.3. Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification on any item or requirement that is unclear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

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:

A. **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.

B. **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.

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23. PROSPECTIVE BIDDERS REGISTRATION

Any vendor not responding to two (2) consecutive solicitations 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 the Executive Director (the District Representative), and shall be resolved in accordance with Arizona Procurement rules and code, A.R.S., Title 41, Chapter 24, 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, (Lari Staples, CPPO), by email at protests@mesc.org*. The interested party shall coordinate with the author of the solicitation for delivery of the protest documents. 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. Due to Mohave staff working from home, reservations need to be made in advance for any live public inspection of documents. 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;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorney's fees and costs along with the costs for the hearing.

25. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, they may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

26. SAFETY STANDARDS

Materials supplied under the contract shall comply with current applicable Occupational Safety and Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

27. SHIPPING

27.1. Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point.

27.2. Shipment under reservation: Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

27.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be that member is not charged more than the actual invoiced amount for shipping and is prepaid by the contract vendor (PP&A). It is the member's responsibility to confirm shipping charges under the contract.

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

27.4. Shipping errors/risk of transportation: Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for return shipment at the convenience of the member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

28. SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract. **Letter shall be placed after Tab 1a.**

29. TAXES

29.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

29.2. Payment of taxes: Member is responsible for payment of all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

29.3. Property taxes: Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2).

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)

1. BID SECURITY

1.1. Bid security requirement: School procurement rules [R7-2-1102 (A)] and as applicable in A.R.S. §34-608 and §41-2573, require that all competitive sealed bidding for construction have bid security, if the amount of the construction contract will exceed the amount established by A.R.S. §15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated in the **Special Term and Condition 1.1: Bid Bond.**

1.2. Form of bid security: Acceptable bid security for this RFP will be a certified check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1102 (B, C), A.R.S. §34-608 and §41-2573]. Bid security may be provided using the form found in this RFP, with the principal being the prime contractor and the Oblige being Mohave Educational Services Cooperative, Inc. An agent of your licensed bonding agency shall sign the bond. If the original bond is not signed and/or has conflicting information, it shall render your proposal nonresponsive.

2. CHANGE ORDERS

2.1. Adherence to specifications and drawings: The contract vendor shall follow the requirements of all specifications and drawings as closely as actual construction and work of contract vendors shall permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.

2.2. Change order requirement: Member and contract vendor shall establish a procedure for identifying and approving changes to the work. Said procedure shall include provisions for field change orders. Member shall notify Mohave of any change that revises the cost of the project. Contract vendor shall not begin the revised work prior to receipt of the Mohave reviewed member change order.

Contract vendor agrees to follow all applicable rules and regulations for any change orders, including R7-2-1005 and as applicable in A.R.S. §41-2552.

Change orders shall be properly documented in writing. Minor changes mutually agreed between the member and the contract vendor that do not involve compensation may be made without informing Mohave.

2.3. Costs for changes associated with improper checking or coordination: The cost of any change in construction due to improper checking of site and/or other conditions, or coordination by contract vendor, shall be borne by the contract vendor, and the contract vendor shall not be entitled to reimbursement for such costs.

3. CONSTRUCTION CONTRACTS

3.1. Cancellation by Mohave: Mohave reserves the right to cancel a contract resulting from this RFP if the original contract holder is sold and ownership is transferred to a new party. If Mohave cancels the contract, the cancellation clause will be exercised, as required.

3.2. Compensation: Compensation for received goods, terms of progress payments, and a schedule of payments shall be described in the purchase order. The agreement shall state that Mohave will not be responsible for any late fees due the contract vendor by the member.

3.3. Member delays: As required by A.R.S. §15-213 (D), the contract vendor shall negotiate with member for the recovery of damages related to expenses incurred by the contract vendor for a delay for which the member is responsible, which is unreasonable under the circumstances, and which is not within the contemplation of the parties to the contract between the two parties. Any such negotiations shall not void any provisions between the parties that require notice of delays, provide for arbitration or other procedure for settlement or provide for liquidated damages.

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 contacts between the contract vendor and the member shall be processed through the member representative.

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. (A.R.S. §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)

6. DELIVERY OF CONSTRUCTION MATERIALS

6.1. Condition of materials on delivery: The contract vendor shall deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and contract vendor's name. Damaged or unlabeled materials will not be accepted.

6.2. Delivery requirement: The contract vendor shall deliver materials in sufficient quantity to allow for continuity of work. Delivery shall be coordinated with the member.

6.3. Precautions: The contract vendor shall take all necessary precautions to protect its materials from damage, theft and misuse. The member shall have no responsibility for such precautions or protection.

6.4. Rejected and damaged material: Damaged or rejected materials shall be immediately removed from the work area.

7. INSURANCE

Course of Construction Insurance: Upon request from member, contract vendor shall purchase and maintain course of construction insurance equal to the estimated replacement cost of the property after completion of the entire work at the site as called for in the purchase order. The insurance form shall be an "all risk" type policy with standard exclusions. Coverage shall include temporary structures, scaffolding and office trailers at the site, as well as materials and equipment at the site destined to become a permanent part of the property. Any additional costs associated with course of construction insurance must be identified in the quote, as a pass-thru charge.

8. LABOR PRACTICES

8.1. Labor practices: The contract vendor shall ensure the best interest of the member when considering labor agreements. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the member must be limited to only those approved by the member.

8.2. Labor requirements: Employees of the contract vendor are not employees of the member. The level of competency of the personnel will be subject to approval by the member. Consideration for the adjoining property owners shall be evaluated for noise, pollutants, material hauling operations. Procedures for dealing with fire, theft, and storm damage must be established. The contract vendor shall develop methods to guarantee safe job practices relating to the health and welfare of the member employees and contract vendor employees.

8.3. Quality of work: All work under the contract shall be accomplished by experienced craftsmen, and laborers under the supervision of the foreman or supervisor.

8.4. Removal of Employee or Representative: The member shall have the right to require the contract vendor to remove from the project any employee or representative of the contract vendor, its subcontractors or suppliers that the member may deem incompetent, careless, insubordinate, or otherwise unacceptable.

8.5. Supervision: The contract vendor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work required under the contract.

9. LIQUIDATED DAMAGES

Any agreements on liquidated damages and early completion incentives shall be between the member and the contract vendor and must be agreed upon in writing prior to start up. If the member declines liquidated damages or early incentive agreement, the contract vendor shall obtain a written and signed statement to this effect. Mohave shall not be a party to liquidated damages or early completion incentive agreements.

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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 A.R.S. 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 A.R.S. §34-609 and §41-2577 allows for progress payments if the contract vendor agrees to adhere to A.R.S. §34-609(B)(D)(F) and 41-2577(B)(D)(F) and as applicable in A.R.S. §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 A.R.S. §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.

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

13.2. Schedule of payments: Once all bonds are in place, the contract vendor and the member will agree upon a schedule of payments based on identifiable milestones.

If any payment is delayed beyond 30 days from the due date, the offeror agrees not to charge Mohave interest on the late payment. Any late charges will be the total responsibility of the member. The offeror may extend any due date to avoid the requirement to pay interest in R7-2-1105 (D) and A.R.S. §34-609(I) and §41-2577(E).

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

13.3. Subcontractor notification: A subcontractor to the prime contractor may request, in writing, that member notify the subcontractor in writing within five (5) days from payment of each progress payment made to the prime contractor [R7-2-1105(C) and A.R.S. §41-2577(C) and §34-609(G). Upon request, the prime contractor must provide Mohave or the members with a contact name, title, company name, mailing address and fax number for all subcontractors and suppliers that are covered by a payment bond.

14. PROJECT ADVERTISING

The contract vendor must agree that the member reserves the right to release information about the project and that any advertising of the project by the contract vendor must be approved by the member.

15. PROJECT COMPLETION

15.1. Project documents: Upon completion of the work, the contract vendor shall present the member with all documents necessary to close out the project. Maintenance manuals, drawings, warranties on installed equipment, etc., shall be given to the member.

15.2. Unfinished work: Even if final payments are made, if the member discovers an unfinished job that should have been completed, the contract vendor shall complete the work in a timely fashion at no additional cost.

16. PUBLIC WORKS

16.1. Preservation: The contract vendor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. This requirement shall apply to the surface and hidden features of the property.

16.2. Receipt of public funds: Contract vendors and subcontractors will meet the requirements of A.R.S. § 34, Article 3, for eligibility to receive public funds.

16.3. Residency requirement: A.R.S. §34-302 states that only persons who have been for not less than one year a bona fide resident of Arizona shall be employed in the performance in any public work. A public works contract is defined in A.R.S. §34-321 as "*a contract to which the state or a political subdivision is a party involving the employment of laborers, workmen or mechanics in the construction, alteration or repair of public buildings or improvements.*" It shall be the responsibility of the contract vendor to comply with these laws, when applicable.

16.4. Restoration: The contract vendor shall repair, rebuild or otherwise acceptably restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contract vendor's expense and is not subject to reimbursement by the member.

16.5. Public building rules, regulations, and codes: Construction work on public buildings shall comply 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.

(Cont'd)

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

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 A.R.S. §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 as specified by the EPA (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 startup shall be agreed upon between the member and the contract vendor and shall be written into the contract.

Technical Proposal
General Terms and Conditions and Standard Terms and Conditions for Construction Acceptance Form
(Place after Tab 1c)

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

Check one of the following responses to the General Terms and Conditions and the Standard Terms and Conditions for Construction:

☒ We take no exceptions/deviations to the General Terms and Conditions and the Standard Terms and Conditions for Construction.

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

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

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted 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 and Mohave's decision shall be final.)*

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

Some Special Terms and Conditions may specify placement of information in tabs other than Tab 1d as noted in the title above. Pay close attention to placement information 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.

If the original bid bond is not signed and/or has conflicting information, it shall render your proposal non-responsive.

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 letter provided by your bonding agency is not signed, has conflicting or missing information, and/or is not provided in your proposal, it shall render your proposal non-responsive.

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.

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

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), any amendments, and properly issued member purchase orders referencing the awarded contract number.

3.4. Parol evidence: The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4. INSTALLATION

Installation shall be scheduled directly with member and be done in a reasonable amount of time. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

5. INSURANCE

5.1. Certificate of insurance: Evidence of the required insurance shall be provided with your technical proposal by means of a current certificate of insurance with the coverages as stated within the requirements below. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave Educational Services Cooperative, Inc. as the certificate holder.

Certificate of insurance (or certificates of insurance if using multiple carriers) shall include, at a minimum, coverage for:

- General Liability
- Automobile liability
- Umbrella or Excess Liability (*If needed to meet aggregate amount)*
- Workers' Compensation

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract. Contract vendor must also be willing, upon request, to add any member as an additional insured entity. **Any costs for adding a member as an additionally insured entity, shall be clearly identified in submitted contract pricing. If no pricing is identified, adding a member as an additionally insured entity, shall be provided at no additional cost.**

Provide evidence of current insurance coverage after Tab 2d.

Failure to provide the coverages stated above, with any minimum stated aggregate amounts provided in the requirements below, may render your proposal as non-responsive.

5.2. Deductibles: Contract vendor shall pay the deductibles required by the insurance provided under this contract.

5.3. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive general liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than $2,000,000.

5.4. Scope of Insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.

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

5.5. Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor, member, and Mohave.

5.6. Umbrella/Excess Liability insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract. Contract vendor may use umbrella/excess liability insurance to meet the general liability aggregate amount of not less than $2,000,000.

5.7. Workers' compensation insurance: Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will comply with Arizona state statute and evidenced by a certificate of insurance.

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 an authorized 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.

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

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 guide; 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.

10.7. New price lists: New price lists, and workbooks shall only be submitted for review at the renewal anniversary of the contract. Contract vendor shall be bound to the pricing methodologies submitted in the price proposal. Contract vendor shall not be allowed to add new pricing methodologies to their price proposal. Contract vendor will be allowed to remove pricing methodologies. Mohave will review applicable new price lists, and/or workbooks to determine if the new prices or an alternative option is in the members' best interests. New applicable price lists, and/or workbooks shall apply to the contract only upon approval from Mohave. Applicable new price lists, and/or workbooks found to be non-competitive at any time during the contract shall be grounds for terminating the contract.

10.8. Open Book Pricing: In addition to UPB-based pricing, Open Book Pricing may be used as an optional pricing method. Member shall select the pricing method for a job order prior to requesting a price quote. Once selected, the pricing method for the job order may not be changed. Open Book Pricing shall consist of project cost, project-specific fixed additional labor and services costs, a fixed general and administrative cost multiplier, and a fixed profit multiplier. Bond cost and transaction privilege tax (sales tax) will be added to Open Book Pricing for total job order cost. The factors used in Open Book Pricing shall be consistent with the factors used in determining the UPB coefficient originally awarded in the contract.

Projects that include preconstruction services shall use the UPB pricing methodology as the basis for that pricing. For projects using these preconstruction services, both UPB and Open Book Pricing methodology may be used: UPB for the preconstruction portion, and Open Book for the rest of the project.

10.9. Fixed prices: Fixed prices shall be firm until each anniversary date of the contract, contract vendor shall submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price. Mohave shall review requests for fixed price adjustments to determine if the requested adjustments will be allowed. New fixed prices shall not apply until approved by Mohave. Price changes shall be a factor in contract renewal (contract modification).

10.10. Price reduction and adjustment: Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. 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. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

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10.11. Preferred order of pricing methodologies: The preferred order of pricing for UPB and Trade Service pricing may be as follows:

a. Coefficient applied to a UPB;
b. Coefficient applied to UPB labor and equipment. Trade Service product pricing for materials;
c. Coefficient applied to UPB labor, equipment, and non-pre-priced item;
d. Trade Service product pricing and labor rate.

10.12. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.

Reimbursements under this section shall not exceed the rates listed in approved pricing and shall not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

10.13. Promotional pricing offers: Promotional pricing offers (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 is not acceptable. Mohave must approve promotional pricing before it is offered to any member.

10.14. 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.

10.15. Unit price book: The unit price book used under an awarded contract shall be the current edition of RS Means Online using, at a minimum, the Facilities Construction Cost Data module.

10.16. Unit price book copies: Contract vendor shall be responsible for providing UPB pricing for Mohave's use. Multiple copies, subscriptions, or licenses of the UPB may be required. Mohave will be the lead to make the annual UPB purchase in the most economical method (e.g., all-inclusive license or subscription or module by module purchase). Mohave will attempt to spread the costs in an equitable method for the copies, subscriptions, or licenses between all contract vendors 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.

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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 A.R.S. §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.

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.

For preemptive purposes, contract vendor and its employees or subcontractors shall immediately report to the member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

11.4. Preparation: Contract vendor shall not begin a project for which the member has not prepared the site. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

11.5. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion.

11.6. Safety measures: Contract vendor shall take all reasonable precautions for safety on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contract vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to current Arizona law and standard practices to protect workers, general public, and existing structures from injury or damage.

11.7. Smoking: Persons working under the contract shall adhere to current local smoking policies.

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11.8. Stored materials: Upon prior written agreement between the contract vendor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials shall be provided to member prior to payment. Such materials shall be stored and protected in a secure location and be insured for their full value by the contract vendor against loss and damage. Contract vendor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials shall also be clearly identified as property of member and be separated from other materials. Member shall be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Payment for stored materials shall not constitute final acceptance of such materials. The contract vendor shall be responsible for the protection of all material and equipment, whether stored on or off site. Title for all work, materials and equipment shall pass to the member only upon final inspection and payment of remaining job costs.

12. SUBCONTRACTORS

12.1. Awarding subcontracts: Offeror agrees that any subcontract competitively solicited by contract vendor will not be awarded solely upon membership or non-membership in a union or professional association.

12.2. Entering subcontracts: Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

12.3. Prime contractor: Contract vendor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the member will establish a contractual relationship with subcontractors.

12.4. Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the current rules of the Arizona Registrar of Contractors and the Arizona procurement rules and code. No subcontracting costs may be hidden in a cost proposal to member.

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.

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(Place after Tab 1d)

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. The extended warranty contract shall be offered as a separate line item in the separately submitted Price Proposal. 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.

15.2. Fitness: Contract vendor warrants that any equipment or material supplied to Mohave, or its members shall fully conform to all requirements of the contract, all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.

15.3. Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment, for the product or materials to contract vendor by member.

15.4. Quality: Unless otherwise specified, contract vendor warrants that for a period of two (2) years after acceptance of the equipment or materials by member, they shall be:

- Of a quality to pass without objection in the industry or trade normally associated with them;
- Fit for the intended purpose(s) for which they are used;
- Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
- Adequately contained, packaged and marked as the contract may require; and
- Conform to the written promises or affirmations of fact made by contract vendor.

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15.5. Warranty requirements: Contract vendor warrants that all products, materials, processes, and services delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum two (2) year warranty that includes parts and labor. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part that the contract vendor received at no cost under a warranty.

15.6. Warranty work: The contract vendor shall perform all warranty work and remain available to the member should continue services be required after warranty obligations are met.

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.)

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

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for Job Order Contracting for construction services for General Contracting, Plumbing, and Heat, Ventilation and Air Conditioning as specified within this Request for Proposal. These services are requested for Mohave's statewide membership of approximately 480 public agencies. However, other members may be added during the term of an awarded contract(s). A current list of all members can be found on Mohave's website at www.mesc.org. Contracts, in whole or in part, shall be awarded to offeror, or offerors, for an initial one (1) year term and four (4) potential one-year extensions (contract modification).

Because any work under this contract will be on a Job Order basis, exact project details are not available. Specific information on the project site, scope of work, schedule, project design and construction budget, or life cycle budget information shall be provided by members prior to usage of awarded contracts.

Mohave may procure, as an entity for its membership, construction, and construction service contracts, as applicable, using the following project delivery method: Job Order Contracting, as stated in Arizona Administrative Code, Title 7, Chapter 2, Articles 10 & 11 and A.R.S. Title 41, Chapter 23, Article 5. Mohave's use of alternative project delivery methods for construction contracts is in accordance with the Arizona Administrative Code, Title 7, Chapter 2, Articles 10 & 11, A.R.S. Title 41, Chapter 23, Article 5, and A.R.S. Title 34, Chapter 6, Article 1. Services shall be procured in accordance with the referenced rules.

Job Order Contracting services in the Request for Proposals may include, but not be limited to: construction, installation, repair, and upgrades. Specialty projects such as plumbing and heating, ventilation and air conditioning are requested.

Under job order contracting (JOC), a master contract is established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). Pricing may also be established through an Open Book Pricing methodology. Open Book Pricing allows the contract vendor to apply a predetermined General and Administrative (G&A) percentage and profit mark-up to subcontractor price quotes or total direct project costs. Trade Service along with an established labor hourly rate may be used for service and repair projects. When a specific project or job order is issued, the member and the contractor agree on the scope of work, pricing methodology to be used, and the cost is determined by applying the agreed upon pricing methodology for the entire project.

Mohave has current contracts for related work (e.g., asphalt paving, electrical, electronic safety and security, fencing (JOC), fire suppression, flooring, painting, plumbing, roofing). Any contract(s) awarded under this RFP will be in addition to these contracts but will not replace these contracts. The Mohave member shall retain the right to determine which contracts are in their best interests.

Each firm may only respond to the division or divisions authorized by Mohave in your 24B notification of advancement letter.

General Contractors Divisions 1-49: Construction services for contract vendors in the Request for Proposals may include, but not be limited to: installation, repair, and upgrades for facilities and sites for a wide variety of educational, governmental and not for profit agencies.

Plumbing Division 22: Construction services in the Request for Proposals may include, but not be limited to: installation, repair, and upgrades of plumbing equipment.

Heating, Ventilation and Air Conditioning Division 23: Construction services in the Request for Proposals may include, but not be limited to: installation, repair, and upgrades of heating, ventilation, and air conditioning equipment.

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

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

Mohave currently has five JOC contracts (19F-0808) for general contracting. Activity under the contracts from September 9, 2019 including year to date activity is $30,194,147.

Mohave currently has five JOC contracts (19F-0808) for Plumbing Division 22 and/or Heating, Ventilation and Air Conditioning Division 23. Activity under the contracts from September 9, 2019 including year to date activity is $124,222,563.

Mohave currently has two non-JOC contracts (23J-1102) for electrical services. Activity under the contracts from March 3, 2024 including year to date activity is $0.

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 at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Request For Proposals Issued	Tuesday, June 11, 2024
Deadline for Questions	Friday, July 5, 2024 at 5:00 p.m. (local AZ time)
RFP Due Date and Time	Thursday, July 11, 2024 at 3:00 p.m. (local AZ time) 211 N 7th St, Kingman AZ 86401
Public Opening of Proposals	Thursday, July 11, 2024 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (*estimated date only*)	Friday, August 16, 2024 NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) (*estimated date only*)	Thursday, September 5, 2024

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 requirements, 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.

4. CONTRACT TYPE

The term contract shall be a coefficient applied to a Unit Price Book (UPB), methodology as outlined in Open Book Pricing, and/or time for labor and/or a discount applied to Trade Service for products.

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

5. AWARD CRITERIA

The weighted award criteria for this solicitation are as follows:

Award(s) shall be made to the responsive and responsible offeror(s) whose proposal(s) is/are determined in writing to be most advantageous to Mohave for its members.

Responsive and responsible offeror(s) shall provide the following requirements:

Criteria	Points
Technical Proposal Evaluation	
Offeror's qualifications and experience	40
Quality of the technical proposal	20
Offeror's contract management plan	10
Offeror's quality management plan	10
Offeror's subcontractor selection and management plan	5
Offeror's safety management plan, safety training plan, and EMR	5
Offeror's financial capacity	5
References, past performance information and other pertinent information	5
Technical Proposal Total	**100**
Price Proposal Evaluation	
Cost (Coefficients, and Open Book Rates, Trade Service if offered)	65
Other project costs, e.g., travel, meals and incidental expenses (M&IE), transportation costs, energy costs, ownership costs, life cycle costs	10
Price Proposal Total	**75**
Grand Total	**175**

References used for terms and conditions: (acronyms used in the solicitation are noted in bold font below):

Arizona Administrative Code **(A.A.C)**: https://azsos.gov/rules/arizona-administrative-code

Arizona Executive Orders: https://azgovernor.gov/executive-orders

Arizona Revised Statutes **(A.R.S.)**: https://www.azleg.gov/arstitle/

State of Arizona Accounting Manual - Travel Policy: Section IID - Section II **(SAAM)**: https://gao.az.gov/travel/welcome-gao-travel

Code of Federal Regulations **(CFR)**: www.ecfr.gov

Education Department General Administrative Regulations **(EDGAR)**: https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html

E-Verify: https://www.e-verify.gov/employers/enrolling-in-e-verify

Davis-Bacon Wage Decision: https://www.dol.gov/agencies/whd/government-contracts/construction

Public Law: www.congress.gov/public-laws/116th-congress

Uniform Commercial Code as adopted by the State of Arizona **(UCC)**: https://www.azleg.gov/arsDetail/?title=47

United States Department of Housing and Urban Development **(HUD)**: www.hud.gov

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 meet the 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.

Exceptions/Deviations from specifications: Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Exception/Deviation" box. "No Bid" items shall be marked as such in the appropriate "Exception/Deviation" 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/deviations 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	Exception/ Deviation*
1.1	**Job Order Contracting - General Specifications**		
1.1.01	Contract vendor shall provide job order construction services utilizing unit price book (UPB) pricing or open book pricing methods. Contract vendor shall provide professional services as requested by the member to develop the scope of work for job order.	X	
1.1.02	Contract vendor shall provide all labor, materials, equipment, services, and required bonds necessary to complete each job order according to the scope of work developed with the member.	X	
1.1.03	Upon completion of development of the scope of work for each job order a pricing methodology shall be chosen and used throughout the project until completion.	X	
1.1.04	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. All work shall be accomplished in accordance with the material and equipment manufacturer's instructions.	X	
1.1.05	Contract vendor shall ensure that all work meets or exceeds reliability rates or tolerances specified or included in applicable documents.	X	
1.1.06	Contract vendor shall ensure all work areas that may pose a hazard are adequately identified and secured at all times.	X	

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Specifications
(Place after Tab 1e)

	Specifications	Comply	Exception/ Deviation*
1.1	**Job Order Contracting - General Specifications (Cont'd)**		
1.1.07	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	
1.1.08	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	
1.1.09	Contract vendor shall receive approval from member for all drawings and any revisions prior to starting or continuing any job order.	X	
1.1.10	During progress of any job order that includes drawings, contract vendor shall keep a record at jobsite of all changes and corrections to the layouts shown in the drawings. Contract vendor shall enter all such changes and corrections on record drawings. Each sheet of the corrected set shall be stamped with "RECORD DRAWINGS AS BUILT," or a similar notation.	X	
1.1.11	Record drawings shall include the actual location of all sub-surface utility lines and any overhead obstructions, as applicable.	X	
1.1.12	When requested or required by member, contract vendor shall provide reproducible, professional drafting quality drawings. The supplied drawings shall be a reproducible design with final record drawings, or drawings from which the contract vendor can develop detailed working drawings. The drawings provided shall be in accordance with current applicable federal, state and local laws and codes.	X	
1.1.13	Contract vendor shall promptly notify the member in writing if any discrepancies in, or omissions from, any plans, drawings, specifications, and any other document for the project are discovered. Contract vendor shall not proceed with the project without written direction from the member.	X	
1.1.14	All materials and equipment furnished under the contract shall be of brands and models acceptable to the member.	X	
1.1.15	Equipment and materials shall be produced by manufacturers and fabricators regularly engaged in the manufacture of similar items and with a history of successful production.	X	
1.1.16	All new materials furnished under the contract shall be of the latest design, from known manufacturers of the materials, free from defects, and in compliance with the specifications and scope of work.	X	
1.1.17	Contract vendor's personnel may be permitted to use toilet facilities on the premises subject to approval from the member. In the event none are available, contract vendor shall, at the contract vendor's expense, provide portable facilities.	X	
1.1.18	The member may require occupying the area where work is to be performed during the construction period. Contract vendor shall coordinate with member to have access to that portion of the area within which work is to be performed.	X	
1.1.19	Contract vendor shall not build upon or conceal defective work.	X	
1.1.20	Materials classified by the member as salvageable or repairable shall remain the property of the member.	X	

Technical Proposal
Specifications
(Place after Tab 1e)

	Specifications	Comply	Exception/ Deviation*
1.1	**Job Order Contracting - General Specifications (Cont'd)**		
1.1.21	Materials not classified by the member as salvageable or repairable shall be disposed of in accordance with current applicable federal, state and local laws and codes.	X	
1.1.22	Contract vendor shall immediately notify the member if asbestos is identified in the work area. Contract vendor agrees to suspend job order until contract vendor receives further direction from the member.	X	
1.1.23	Contract vendor shall conduct a pre-final inspection prior to requesting a final inspection. Any discrepancies shall be corrected prior to final inspection.	X	
1.1.24	Prior to final inspection, contract vendor shall submit any available manufacturers' original operation and maintenance manuals to the member for all installed equipment and materials. Contract vendor shall conduct a training session to brief member personnel on the operation and maintenance procedures of installed equipment and materials.	X	
1.1.25	Contract vendor shall submit to the member any available manufacturers' original operation and maintenance manuals for all installed equipment and as-built drawings prior to final inspection.	X	
1.1.26	Contract vendor agrees the final inspection will be performed with the member. Any discrepancies will be noted and corrected within the timeframe agreed upon with the member prior to payment.	X	
1.2	**Pricing – Unit Price Book Requirements (UPB)**		
1.2.01	Upon member acceptance of unit price book pricing (UPB) methodology to be used under the job order, pricing shall be based upon a coefficient to be applied to an approved UPB.	X	
1.2.02	**Scope of work within Divisions 1-49 of the Construction Specifications Institute:** The UPB for contract vendors providing work in Divisions 1-49 shall be the current edition of RS Means Online using, at a minimum, the Facilities Construction Cost Data module.	X	
1.2.03	**Scope of work within Divisions 1-49 of the Construction Specifications Institute:** Additional RS Means Online modules that can be used if the appropriate line item is not found in the RS Means Online Facilities Construction Cost Data include: Assemblies Cost Data, Building Construction Cost Data, Commercial Renovation, Electrical Cost Data, Facilities Maintenance and Repair Cost Data, Facilities Preventive Maintenance Cost Data, Mechanical Cost Data, Heavy Construction Cost Data, Plumbing Cost Data, Interior Cost Data, Site Work & Landscape Cost Data, Concrete & Masonry Cost Data, and Green Building Cost Data.	X	
1.2.04	**Scope of work within Division 22 of the Construction Specifications Institute:** The UPB for Division 22 Plumbing shall be the current edition of the RS Means Online Plumbing Cost Data. Contract vendor shall use the UPBs within Division 22; to include the exceptions listed in Specification 1.2.05 to complete a plumbing job order.	X	

Technical Proposal
Specifications
(Place after Tab 1e)

	Specifications	Comply	Exception/ Deviation*
1.2	**Pricing – Unit Price Book Requirements (UPB) (Cont'd)**		
1.2.05	**Scope of work within Division 22 of the Construction Specifications Institute:** To complete a plumbing job order using other ancillary services from other divisions, use of current editions of RS Means Online: Building Construction Cost Data, Interior Cost Data, Electrical Cost Data, Mechanical Cost Data, Repair and Remodeling Cost Data, and Site Work Cost Data, is allowable if the appropriate line item is not found in the Facilities Construction Cost Data. (A brief descriptive narrative shall be required for all job orders that use ancillary services. Mohave shall randomly review and verify the validity of these ancillary services. Ancillary services found to be excessive or seem not necessary to complete a plumbing job order may require addition explanation. If further explanation does not provide a clear and concise need the ancillary service shall not be allowed under this contract).	X	
1.2.06	**Scope of work within Division 23 of the Construction Specifications Institute:** The UPB for Division 23 Heating Ventilation and Air Conditioning (HVAC) shall be the current edition of the RS Means Online Mechanical Cost Data. Contract vendor shall use the UPBs within Division 23; to include the exceptions listed in Specification 1.2.07 to complete a plumbing job order.	X	
1.2.07	**Scope of work within Division 23 of the Construction Specifications Institute:** To complete a HVAC job order using other ancillary services from other divisions, use of current editions of RS Means Online: Building Construction Cost Data, Interior Cost Data, Electrical Cost Data, Mechanical Cost Data, Plumbing Cost Data, Repair and Remodeling Cost Data, and Site Work Cost Data, is allowable if the appropriate line item is not found in the Facilities Construction Cost Data. (A brief descriptive narrative shall be required for all job orders that use ancillary services. Mohave shall randomly review and verify the validity of these ancillary services. Ancillary services found to be excessive or seem not necessary to complete a HVAC job order may require addition explanation. If further explanation does not provide a clear and concise need the ancillary service shall not be allowed under this contract).	X	
1.2.08	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.	X	
1.2.09	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	X	
1.2.10	Contract vendor shall provide the member with an itemized job order cost prior to starting any job order. At a minimum, the job order cost shall include: Date of Quote — Item Number — Applicable CCI: Item Description — Number of Units — (Year and Quarter) Total Line Cost — Line Items Subtotal — Unit Price Coefficient — Unit Price Book used — Grand Total	X	

Technical Proposal
Specifications
(Place after Tab 1e)

	Specifications	Comply	Exception/ Deviation*
1.2.	**Pricing – Unit Price Book Requirements (UPB) (Cont'd)**		
1.2.11	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.	X	
1.2.12	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.	X	
1.2.13	The Weighted City Cost Index (CCI) shall be applied to each division for the city closest to project location and the prices in "Total, include O & P" column in the applicable UPB will be used for job order costing.	X	
1.2.14	The total value of applicable line items and quantities shall be multiplied by the appropriate CCI and the specified coefficient to determine the lump sum cost of each job order.	X	
1.3	**Pricing – Non-Pre-Priced Items**		
1.3.01	Items that cannot be found in the UPB (RS Means Online modules) are considered "non-pre-priced" items. If the UPB contains an item that is basically the same in form, fit and function, it may be used to price a non-pre-priced item. If such pricing is used, substantiating rationale and documentation shall be included in the line item cost sheet.	X	
1.3.02	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.	X	
1.3.03	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.	X	
1.3.04	A coefficient shall be applied to the cost of non-pre-priced items.	X	
1.4	**Pricing – Coefficients**		
1.4.01	Coefficients shall be included in the RFP 24B-0711 Price Proposal response and shall apply to pre-priced and non-pre-priced items.	X	
1.4.02	Coefficients shall be provided for normal business hours (e.g., Monday –Friday, 7 a.m. – 5 p.m.) and "other" hours (e.g., after hours, weekends, and holidays). "Other" hours shall only be worked with prior approval from the member.	X	
1.4.03	Coefficients shall be extended no more than two decimal places.	X	

Technical Proposal
Specifications
(Place after Tab 1e)

	Specifications	Comply	Exception/ Deviation*
1.4	**Pricing – Coefficients**		
1.4.04	Coefficients shall include all costs associated with performing the work contained in the UPB. Such costs shall include but not be 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.***	X	
1.4.05	Offeror shall specify in the proposal what additional types of costs are included in the coefficients.	X	
1.5	**Pricing – Open Book Pricing Requirements**		
1.5.01	Upon member acceptance of the Open Book Pricing methodology to be used for the job order, the project job cost shall be based upon firm price quotes from qualified subcontractors. To the extent practicable, contract vendor shall obtain firm price quotes from three contractors for each discipline applicable to the job order. If three quotes cannot be reasonably obtained for a requested discipline, contract vendor shall provide an explanation why three quotes were not obtained.	X	
1.5.02	Contract vendor shall provide the member or Mohave copies of subcontractor quotes and the basis for selection of each subcontractor. Contract vendor shall include an explanation in the Open Book Pricing workbook why any low quote was rejected.	X	
1.5.03	All costs and multipliers shall be identified in the Open Book Pricing workbook and included in the RFP 24B-0711 Price Proposal response.	X	
1.5.04	Contract vendor shall request a full explanation from the member why a selected subcontractor was rejected by the member. Contract vendor shall then present an acceptable subcontractor for the applicable discipline. Member shall not unreasonably object to or withhold approval of a subcontractor.	X	
1.5.05	*Additional Labor and Services Cost* may include labor and service directly related to the work, but not included in quoted subcontractor construction cost and are provided by the Contract Vendor. *Additional Labor and Services cost* shall include but not be limited to: project management, estimating, quality control, and administrative labor; field office equipment, materials, and supplies; travel and subsistence; temporary field office rental and utilities; submittals and operations and maintenance manuals; small tools, face, and clothing protection; project scheduling; compliance with current applicable environmental laws; and marketing. Mohave's 1% administrative fee is applied to these costs and shall be factored in.	X	
1.5.06	*General and Administrative Multiplier* shall include but not be limited to: home office general and administrative expense; excess liability and auto insurance; business licenses; and home office manager labor. *General and Administrative Multiplier* shall be assessed as a fixed percentage applied to project subtotal cost.	X	
1.5.07	*Profit Multiplier* shall be assessed as a fixed percentage applied to the project subtotal cost.	X	

Technical Proposal
Specifications
(Place after Tab 1e)

	Specifications	Comply	Exception/ Deviation*
1.5	**Pricing – Open Book Pricing Requirements**		
1.5.08	Each job order using Open Book Pricing shall include a completed copy of the Open Book Pricing workbook. Additional documentation shall include but not be limited to the selected subcontractor quotes, all explanations, and other relevant documents used for pricing the job order.	X	
1.6	**Pricing – Trade Service Requirements**		
1.6.01	*Trade Service* pricing may be offered as an alternative pricing methodology for service, repair, and maintenance job orders. *Trade Service* price guide shall be for division(s) being offered.	X	
1.6.02	Contract vendor shall supply discounts, multipliers, and/or any references used to determine Mohave pricing for the *Trade Service* price guide in the RFP 24B-0711 Price Proposal response.	X	
1.6.03	*Trade Service* price guide shall be based on the most recent release of *Trade Service eData Flex Pricing Service.*	X	
1.6.04	Quarterly price guide (*Trade Service: eData Flex Pricing Service*) shall be required under an awarded contract. Mohave shall provide pricing to contract vendors using *Trade Service* pricing upon the release of quarterly updates from *Trade Service*. Mohave shall set the schedule for allowable quarterly and yearly updates.	X	
1.6.05	Installation/maintenance services using *Trade Service eData Flex Pricing Service* pricing for products shall include all costs for installation on member quotations.	X	
1.6.06	Contract vendor shall provide the member with itemized costs prior to starting any job order. At a minimum, the job order 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	
1.6.07	Contract vendor may offer product only sales to members. Unit costs shall be based on the current approved *Trade Service* price guide.	X	
1.7	**Specifications for the Work**		
1.7.01	All work shall be performed in accordance with the attached specifications, as applicable to the awarded divisions.	X	
1.7.02	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	
1.7.03	Contract vendor shall obtain written approval from member prior to using any alternate specification for any work to be performed under the contract.	X	
1.7.04	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	
1.7.05	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 applicable construction association standard for good workmanship.	X	
1.7.06	Products that contain asbestos fibers shall not be used.	X	

Technical Proposal
Specifications
(Place after Tab 1e)

	Specifications		Comply	Exception/ Deviation*
1.7	**Specifications for the Work (Cont'd)**			
1.7.07	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	
1.7.08	Upon completion of the work, worksite shall be clean and free from debris.		X	
1.7.09	Contract vendor shall, upon request, provide the member the list of subcontractors to be used to complete the job order. Member shall have the right to refuse any subcontractor for any reason.		X	
1.8	**Services**			
1.8.01	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	
1.8.02	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 Job Order Contracting purchase order.		X	
1.8.03	Design services shall be provided in accordance with current applicable federal, state and local laws and codes.		X	
1.8.04	Upon request from member, and if included in the awarded contract, contract vendor shall provide engineering services related to the job order. Such services are only allowable as part of an executed Job Order Contracting purchase order.		X	
1.8.05	Engineering services shall be provided in accordance with current applicable federal, state and local laws, and codes.		X	
1.8.06	Upon request from member, and if included in the awarded contract, contract vendor shall provide maintenance services related to the job order. Such services are only allowable as part of an executed Job Order Contracting purchase order.		X	
1.8.07	Maintenance services shall be provided in accordance with current applicable federal, state and local laws and codes.		X	
1.8.08	There shall be no charge for repair services prior to expiration of the warranty period.		X	

Technical Proposal
Specifications
(Place after Tab 1e)

	Specifications		Comply	Exception/ Deviation*
1.9	**Self-Performance of Job Orders**			
1.9.01	Contract vendor shall be allowed to self-perform under an awarded contract. Contract vendor shall be able to complete any level or type of work of the job order.		X	
1.9.02	Contract vendor shall be properly licensed by the Registrar of Contractors for all work completed. Evidence of proper licensing shall be provided upon request.		X	
1.9.03	Contract vendor self-performing using UPB pricing shall have no limitations to the level or type of work completed. All work self-performed shall be annotated on the quote/job order summary.		X	
1.9.04	Contract vendor self-performing using the Open Book Pricing method shall provide quotes for the entire job order or specific division/ specialty requested.		X	
1.9.05	In order for contract vendor to be awarded the entire or partial Open Book job order, contract vendor shall provide the lowest quote for the entire job order or division/specialty without exception. Contract vendor cannot be selected over the lowest bidder.		X	
1.9.06	Contract vendor that intends to self-perform using the Open Book Pricing method shall provide a quote prior to the noted or published deadline in a transparent ethical manner, in accordance with established generally accepted quoting practices or a quoting method pre-determined by the member.		X	

***Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

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.)

Technical Proposal
Bid Bond
(Place after Tab 1f)

KNOW ALL MEN BY THESE PRESENTS:

THAT, S D Crane Builders, Inc.

(hereinafter called Principal), as Principal, and Hartford Casualty Insurance Company

a corporation organized and existing under the laws of the State of Indiana, with its principal office in the city of Hartford, CT, (hereinafter called the Surety), as Surety, are held and firmly bound unto Mohave Educational Services Cooperative, Inc. in the State of Arizona, (hereinafter called the Obligee) in the amount of $100,000 for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for job order contracting for various trades.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorney fees as may be fixed by a judge of the court.

Witness our hands this 25th day of June, 2024.

S D Crane Builders, Inc.
PRINCIPAL SEAL

BY

Hartford Casualty Insurance Company
SURETY SEAL

BY Andrew J. Paffenbarger, Attorney-in-Fact

Paffenbarger & Walden LLC dba The Bond Source
AGENCY OF RECORD

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: PAFFENBARGER & WALDEN LLC
Agency Code: 59-303041

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Ronald G. Hecksel, Randi Morgan, Andrew J. Paffenbarger, Alexander Paffenbarger, Scott Wareing of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In **Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of June, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 25, 2024

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

P&W
THE BOND SOURCE

1500 E. Bethany Home Rd.
Suite 190
Phoenix, AZ 85014
P 602-212-9160
F 602-212-9161

June 25, 2024

Mohave Educational Services Cooperative, Inc.
211 N. 7th St.
Kingman, AZ 86401

Re: SD Crane Builders – Bonding Capacity Letter

To whom it may concern:

We are pleased to advise that S D Crane Builders, Inc. is a surety client of our agency. S D Crane Builders, Inc. is considered one of our finest clients and is an exceptional contractor.

Surety credit is provided by Hartford Casualty Insurance Company, rated "A+" by A.M. Best & Co., and US Treasury listed for $90,744,000. Hartford Casualty Insurance Company stands ready to favorably consider performance and payment bonds on behalf of S D Crane Builders, Inc. under an established bond program that provides for $35,000,000 single project and $50,000,000 aggregate limits. S D Crane Builders, Inc. approximately $25,000,000 capacity available under the aforementioned limits.

SD Crane Builders currently has no surety claims and is an exceptional contractor in good standing.

Bonds issued are always based on satisfactory review of all contract documents, bond forms, and other current relevant underwriting information. Any arrangement for bond or bonds is a matter between S D Crane Builders, Inc. and Hartford Casualty Insurance Company, and we assume no liability to third parties if for any reason we do not execute said bonds. We highly recommend S D Crane Builders, Inc. and if you have any questions, or would like to further discuss the qualifications of this fine contractor, please feel free to contact us.

Sincerely,

Andrew J. Paffenbarger,
Paffenbarger & Walden, LLC

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, 2 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.

(C) 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.

SD Crane Builders, Inc.
(Firm Name)

(Signature)

Steven D. Crane
(Print Name)

President/CEO
(Print Title)

July 11, 2024
(Date Certified)

OMB STANDARD FORM LLL, DISCLOSURE OF LOBBY ACTIVITIES

1g

A copy of OMB standard form LLL, Disclosure of Lobbying Activities is placed after Tab 1g.

SD Crane Builders has never participated in any lobbying activities.

Steven D. Crane

Printed Name

President/CEO

Title

Signature

U.S. Department of Agriculture Form AD-1048
(Place after Tab 1h)

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, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two (RFP Page 22) 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.

RFP 24B-0711

SD Crane Builders, Inc. — Organization Name

24B-0711 — PR/Award Number or Project Name

Steven D. Crane, President/CEO — Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

July 11, 2024 — Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720 -2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

RFP 24B-0711 21

U.S. Department of Agriculture Form AD-1048
(Place after Tab 1h)

Instructions for Certification (for Form AD-1048)

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 (RFP page 21) in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Explanation from any prospective lower tier participant that is unable to certify to any of the statements in the certification is placed after Tab 1h.

SD Crane Builders is able to certify all statements in Tab 1h.

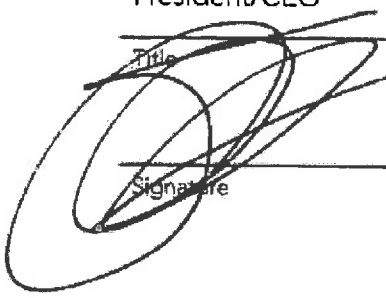
Steven D. Crane

Printed Name

President/CEO

Title

Signature



EDGAR Certification
(Place after Tab 1i)

EDGAR CERTIFICATION

The following certifications and provisions are required and apply when a Mohave Educational Services Cooperative, Inc.'s (Mohave) member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to an awarded Mohave contract in all situations where the contract vendor has been paid or will be paid with federal funds:

A. Contract Vendor Violation or Breach of Contract. Mohave reserves all administrative, contractual and legal rights and privileges under the applicable laws and regulations with respect to this procurement in the event of contract vendor violation or breach of contract terms.

B. Termination Clause. Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members, as specified in General Terms and Conditions, Section 3. Appendix II to 2 CFR Part 200. (Only applies to contracts over $10,000)

C. Equal Employment Opportunity. The contract vendor shall comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60 EO 11246 & EO 11375 Amended): https://www.federalregister.gov/documents/2014/07/23/2014-17522/further-amendments-to-executive-order-11478-equal-employment-opportunity-in-the-federal-government)

D. Copeland Anti-Kickback Act and Davis-Bacon Act. For building projects in excess of $2,000:

   a. Copeland "Anti-Kickback" Act – All contracts and sub grants for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.

   b. Davis-Bacon Act – The contract vendor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a - 7) as supplemented by Department of Labor regulations (29 CFR Part 5).

E. Contract Work Hours and Safety Standards Act. The contract vendor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over $100,000)

F. Rights to Inventions Made Under a Contract or Agreement. For all contracts that meet the definition of "funding agreement" and where Mohave or the member wishes to enter into a contract with a small business firm or nonprofit organization, contract vendor shall comply with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. (CFR Title 37, Chapter 4, Part 401)

G. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation. The contract vendor will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.

H. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing the *Bid/Offer and Acceptance Form*, the contract vendor certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 (2/18/1986) and 12689 (8/15/1989, references EO 12549). The contract vendor shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 (180.300, 180.355) and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over $25,000)

I. Disclosure of Lobbying Activities. Pursuant to Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, the contract vendor must disclose lobbying activities in connection with school nutrition programs. If

EDGAR Certification
(Place after Tab 1i)

there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7 CFR §3018.100 (Only applies to contracts over $100,000)

J. Certification Regarding Lobbying. Pursuant to 31 U.S.C. 1352, the contract vendor must submit a certification regarding lobbying which conforms in substance with the language provided in 2 CFR 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.

K. Record Retention - Record Keeping. The books and records of the contract vendor pertaining to operations under this Agreement shall be available to Mohave or Mohave's members at any reasonable time. These records are subject to inspection or audit by representatives of Mohave, State Agency, the U.S. Department of Agriculture (for food/nutrition only), and the U.S. General Accounting Office at any reasonable time and place. Mohave shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S. §35-214). 7 CFR Part §210.23(c) and 2 CFR Part 200.318(i).

L. Energy Policy and Conservation Act. The contract vendor shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871.)

M. Civil Rights Compliance. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any programs or activity conducted or funded by USDA.

   a. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

   b. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found on line at www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410: (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

N. Buy American Provision. The contract vendor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7 CFR §210.21(d) and 7 CFR §220.16(d). The contract vendor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. USDA Policy Memo SP 38-2017: "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Exceptions include:

   a. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, or

EDGAR Certification
(Place after Tab 1i)

b. competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered, and (2) the reason for exception, whether limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product. (Only applies to food/nutrition contracts).

O. Affordable Care Act. The contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Mohave or member, as required by State or Federal law.

P. Certificate of Independent Price Determination. The contract vendor admits that all prices in the offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contract vendor or with any competitor certification regarding non-collusion. (48 CFR §52.203-2)

Q. Invoicing. The contract vendor shall fully disclose all discounts, rebates, allowances and incentives received by the contract vendor from its suppliers. If the contract vendor receives a discount, rebate, allowance, or incentive from a supplier, the contract vendor must disclose and return to the member the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the member. The contract vendor shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school foods authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7 CFR §210.21(f)(1)(iv). No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7 CFR §210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contract vendor receiving payments in excess of the contract vendor's actual, net allowable costs. 7 CFR §210.21(f)(2). The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account. (Only applies to food/nutrition contracts)

R. E-Verify Requirement. The contract vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) Contract vendor shall keep a record of the verification for the duration of the employee's employment, or at least three years, whichever is longer.

S. Description of Process for Enabling Contract Vendor to Receive or Pick Up Orders Upon Contract Award. Once the member has made the decision to order from an awarded contract vendor of an awarded contract, price will be confirmed/verified following processes outlined in the awarded contract General Term and Condition 8.9: Order Cycle Overview, based upon the needs of the member. No volume is implied or guaranteed.

T. Solid Waste Disposal Act. The contract vendor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conversation and Recovery Act and its implementing regulations.

U. Program Regulations. Contract vendor shall be in conformance with the applicable portions of the School Food Authority's (SFA) agreement under the program. Contract vendor will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. Contract vendor shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Contract vendor's products shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements. (Only applies to food/nutrition contracts)

EDGAR Certification
(Place after Tab 1i)

V. Small Business, Minority-Owned Firms, and Women's Business Enterprises. When Federal funding may be used, Mohave shall take affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Prime contractors are required to take the same affirmative steps if subcontracts are let. 2 CFR Part 200.321

W. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment. Contract vendor agrees that they will not provide equipment, services or systems that do not comply with 2 CFR §200.216 and/or 2 CFR §200.471. See also Public Law 115-232 section 889 for additional information.

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

Y. Domestic Preferences for Procurements.

a. As appropriate and to the extent consistent with law, Mohave and Mohave's members, to the greatest extent practicable under a Federal award, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 CFR §200.322.

b. For purposes of this section:

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

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

OFFEROR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES WHEN APPLICABLE UNDER AN AWARDED CONTRACT. IT IS FURTHER ACKNOWLEDGED THAT OFFEROR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED, ABOVE AND APPLICABLE. OFFEROR MAY BE REQUIRED TO SIGN AMENDED EDGAR CERTIFICATIONS IF THE REQUIREMENTS OF 2 CFR 200 ARE UPDATED UNDER AN AWARDED CONTRACT.

Company Name: SD Crane Builders, Inc.

Mohave Solicitation Number: RFP 24B-0711

Printed Name: Steven D. Crane

Authorized Signature:

Date: July 11, 2024

Title: President/CEO

E-Mail: kburns@sdcranebuilders.com

Technical Proposal
Primary Vendor Information
Method of Approach
(Place after Tab 2a)

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that an offeror would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

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. Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes:

   Please see page 69.

   b. Communication process with Mohave and its members:

   Please see page 70.

   c. Standard delivery time for products/services after receipt of purchase order:

   Please see page 70.

   d. Contract vendor training of staff assigned to specifically administer, sell products or services, or monitor duties and processes under an awarded Mohave contract:

   Please see page 71.

   e. Specific value-added services that may benefit members:

   Please see page 71.

   f. Indicate how you will ensure your sales staff does not sell products or services that are not on contract:

   Please see page 71.

   g. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are:

   Please see page 71.

Technical Proposal
Primary Vendor Information
Method of Approach
(Place after Tab 2a)

2. In previous JOC contracts, Mohave has had isolated issues with members using design work (estimates, drawings, etc.) to shop our contracts against each other, or against other non-Mohave contracts. How would you prevent such issues from occurring under an awarded contract?

Please see page 71.

3. Indicate if your proposal is regional or statewide: Regional _____ Statewide X

If you are providing a regional or county specific offer, that offer shall cover all members within that region or county.

Regardless of if your firm is providing statewide or regional/county services, complete the chart below to include the following:

a. In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?

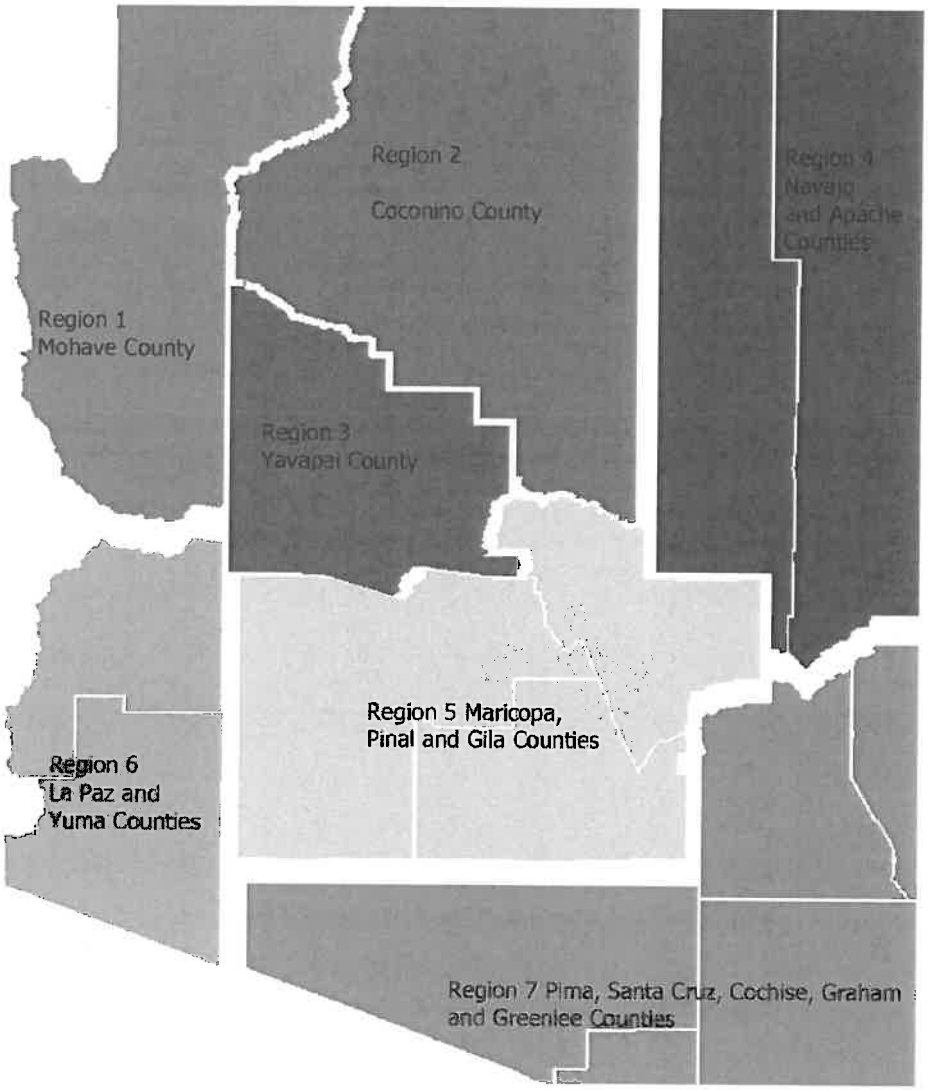
b. Based upon the regional map on Page 29, indicate which regions, or specific cities/counties within a region, that you will provide services under an awarded contract.

c. If you are awarded a contract with Mohave, which area(s) 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**	2%	Yes	Yes
2	**Coconino**	1%	Yes	Yes
3	**Yavapai**	1%	Yes	Yes
4	**Navajo and Apache**	1%	Yes	Yes
5	**Maricopa, Pinal and Gila**	87%	Yes	Yes
6	**La Paz, Yuma**	1%	Yes	Yes
7	**Pima, Santa Cruz, Cochise, Graham and Greenlee**	7%	Yes	Yes

Technical Proposal
Primary Vendor Information
Method of Approach
(Place after Tab 2a)

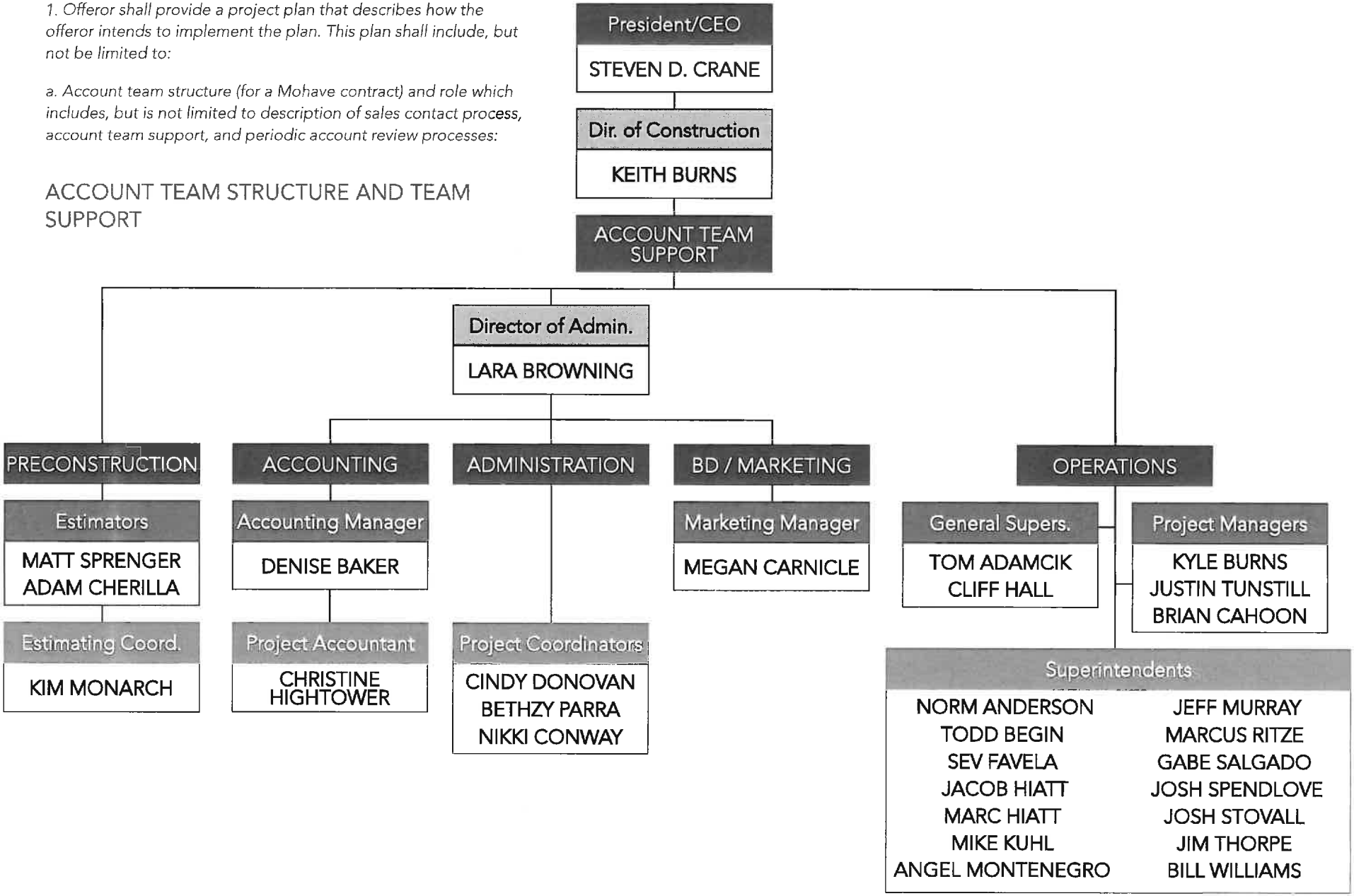
Regional Map
(use for regional or county specific offer)

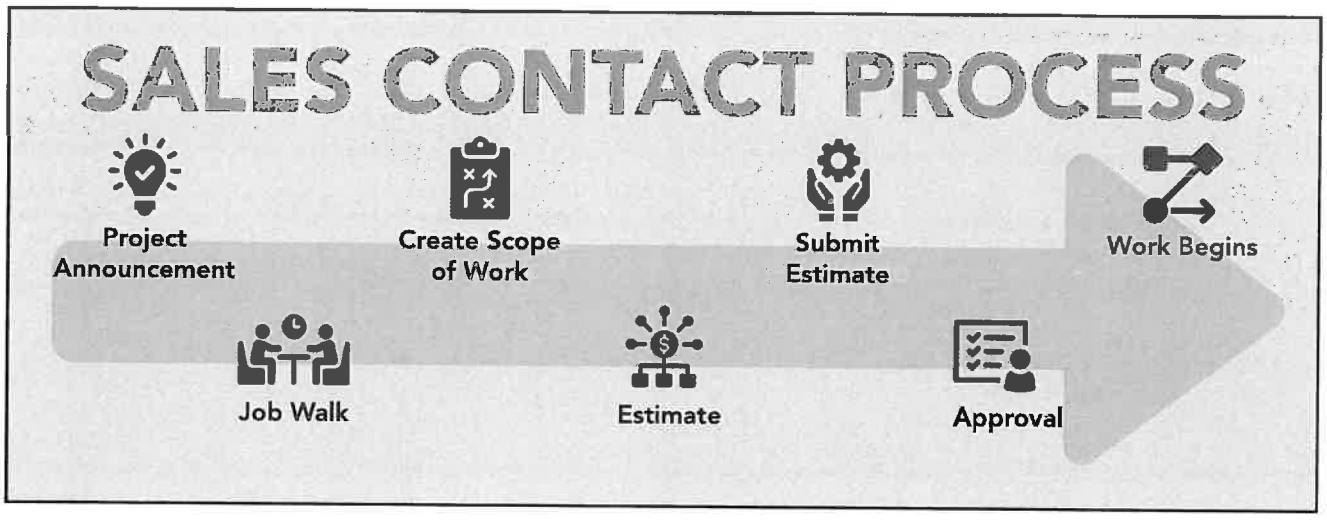


1. Offeror shall provide a project plan that describes how the offeror intends to implement the plan. This plan shall include, but not be limited to:

a. Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes:

ACCOUNT TEAM STRUCTURE AND TEAM SUPPORT





SALES CONTACT PROCESS

SD Crane Builders uses the following sales contact process:

- Step 1: Client to inform SD Crane Builders of project
- Step 2: SD Crane Builders schedules job walk with Client
- Step 3: SD Crane Builders creates scope of work for Client to approve
- Step 4: SD Crane Builders estimates project
- Step 5: SD Crane Builders presents and reviews the estimate with the Client
- Step 6: Client and Mohave approve estimate
- Step 7: SD Crane Builders schedules work and proceeds with project

PERIODIC ACCOUNT REVIEW PROCESS

SD Crane Builders periodic account review process involves several key steps. First, data collection is conducted to gather information about our account with Mohave. We review all projects and reports then make an assessment if a review meeting is needed on a certain topic for further clarification. If so, the next step is for SD Crane Builders to contact our Mohave liaison to schedule a review meeting to discuss. During the review meeting, both parties will collaborate on the topic, ensuring proper education and training is set forth on the topic at hand. Lastly, we will communicate this information to our entire Team, verifying the subject matter is implemented correctly.

b. Communication process with Mohave and its members:

The communication process starts with the initial contact from the Mohave Member to Keith Burns (Director of Construction) or Lara Browning (Director of Administration). The SD Crane Builders Team continues communication throughout the preconstruction, construction, close out, and warranty phases through emails, phone calls, and in person meetings.

c. Standard delivery time for products/services after receipt of purchase order:

SD Crane Builders' standard delivery time after receipt of purchase order is 10 working days. We are able to mobilize sooner if needed.

d. Contract vendor training of staff assigned to specifically administer, sell products or services, or monitor duties and processes under an awarded Mohave contract:

Our Team has extensive experience in Job Order Contract projects for over 20 years. We have been performing work with the Mohave Cooperative for the last five years. SD Crane Builders does not expect any guidance or training. For any new employees, we will train them on all Mohave policies.

e. Specific value-added services that may benefit members:

We pride ourselves in offering many services that benefit the Mohave Members. Our Preconstruction Team offers **PRECONSTRUCTION SERVICES** throughout the proposal creation process. We understand budgets must be adhered to and collaborating in our preconstruction services helps in stretching the Owner's dollar further. We also offer **VALUE ENGINEERING AND CONSTRUCTABILITY REVIEW SERVICES** starting in estimating continuing through the construction phase as well.

Once the project is approved and mobilized, our Superintendents will send **DAILY EMAIL UPDATES** to the Owner to aid in verifying items are on task according to the schedule. Implementing our daily email update program keeps Owner's current on project advancements with details of the completed work that day, planned activities for the following day, and demonstrating progress through three accompanying photographs, all via email. This is a service we offer for all projects.

Daily Updates Program Example

Mike Kuhl May 16, 2022, 8:07 PM
21-230 AZACS 1st floor & Basement improvements daily update Monday 5-16-22
To: Diana Diaz, Dan McCarty, lindsey@levelfieldpartners.co & 14 more Details

All,

Here is a review of the work at the AZACS 1st floor & Basement improvements project today....

- Grid installation was completed throughout.
- The electricians continued with lighting & trim install at the 1st floor.
- The wood flooring crew began prep for install at the dance room area.
- The Landscaping backflow preventer was installed.
- Above ceiling inspections for the 1st floor grid ceilings area scheduled for tomorrow with the City of Phoenix.

Thank you & have a good evening, Mike

Mike Kuhl | Superintendent | SD Crane Builders, Inc.
1215 W Rio Salado Pkwy, #109 | Tempe, AZ 85281
office 480.832.1777 | cell 480.254.6787 | fax 480.832.1798
SD CRANE BUILDERS, INC.
WHATEVER IT TAKES!

f. Indicate how you will ensure your sales staff does not sell products or services that are not on contract:

The SD Crane Builders Team is offering general contracting services. Due to our long-standing JOC experience and being on the Mohave contract for the last five years, we understand sole design services cannot be contracted through us. If there is a scope of work that we are uncertain falls within our contract compliance, we will contact our Mohave liaison to discuss further.

g. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are:

SD Crane Builders has no limitations.

2. In previous JOC contracts, Mohave has had isolated issues with members using design work (estimates, drawings, etc.) to shop our contracts against each other, or against other non-Mohave contracts. How would you prevent such issues from occurring under an awarded contract?

Upon initial contact with the Owner regarding a new project, we will discuss the procurement method the Owner intends to use. We feel our Mohave contract is more favorable to Owners. Once a project's procurement method has begun with Mohave, SD Crane Builders will not change contracts for that project.

We have experienced Owner's trying to price a project through multiple job order contracts we currently hold and price the same project through other Mohave Vendors. If SD Crane Builders becomes aware of a Member coordinating either of these circumstances, we will inform them that we are unable to submit an estimate for that project. SD Crane Builders will then notify our Mohave liaison of the incident.

Technical Proposal
Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b, 2e)

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the offeror. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1. **Place after Tab 2b:** Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the products or services in this solicitation as follows: Please see page 74.
   a. A short narrative description of what you are offering for this contract.
   b. A *brief* history of your company that includes length of time in business, how long your company has provided the products/services you are proposing, and your firm's philosophy of doing business.
   c. Provide written verification if offeror has recently purchased an established business or has proof of prior success in this business or a closely related business.
   d. Provide information regarding your authorization to submit a proposal for the specified products/services and confirm that you can provide the products/services if awarded a contract. Indicate if you are an authorized dealer for the products or services in the proposal, or if you are a producer, publisher, or manufacturer of the products or services in the proposal.
2. **Place after Tab 2b:** Identify any past or pending litigation or mediation involving products or services your firm has provided within the last five (5) years. Please see page 74.
3. **Place after Tab 2b:** Provide a current, completed copy of your firm's IRS W-9. Please see page 75.
4. **Place after Tab 2b:** Indicate if your firm would qualify as a small or minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license and written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws and stock certificates for corporations.

   NOTE: Businesses have equal opportunity to sign up as a prospective bidder on Mohave's website. If small or minority owned businesses were signed up for a category selected for this solicitation, then they are included in the solicitation notification email list. The information on small and minority owned business are for informational purposes only and shall not be a factor in the evaluation. Please see page 76.
5. **Place after Tab 2b:** An online survey has been created to allow for the collection of reference information from Arizona public agencies where work and services have been successfully accomplished in the past five (5) years, for specific products/services similar to this solicitation. Provide the following link to Arizona public agencies who can provide reference information for your firm: **https://www.surveymonkey.com/r/JOCRFP24B0711**

   The above survey is now active and will remain active until the due date and time for this solicitation. It is recommended that you send this link to as many Arizona public agencies as you determine to be appropriate, in order to ensure that Mohave receives a minimum of three (3) completed surveys.

   If you cannot provide the link to three (3) Arizona public agencies, provide the link to other public agencies not located in Arizona. If you cannot provide the link to public agencies, do so with private business entities.

   Provide a list of Arizona public agencies, other public agencies or private business entities you have provided the link to:

   Arizona Dept. of Administration
   Arizona Dept. of Corrections
   Arizona Dept. of Transportation
   Kyrene Elementary School Dist.
   Laveen Elementary School Dist.
   Mesa Public Schools

#10

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, June 24, 2024 5:57:12 PM
Last Modified:	Monday, June 24, 2024 6:00:28 PM
Time Spent:	00:03:16
IP Address:	170.85.54.122

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Mike R MacDonald**
Agency or Company	**State of AZ**
Position	**Sr. Project Manager**
Email Address	**MIke.MacDonald@azdoa.gov**
Phone Number	**6023162706**

Q2

The vendor that you are providing vendor performance information for:

Company	**SD Crane**
Address	**1215 W Rio Salado Pkwy, #109**
City/Town	**Tempe**
State/Province	**AZ**
ZIP/Postal Code	**85281**

Q3

The ability to deliver products/provide services per your expectations:

(no label)	**10 - Very Satisfied**

Q4

The overall quality of products/services provided by the firm:

(no label)	**10 - Very Satisfied**

Q5

The ability of the firm to interact with your staff members:

(no label) **10 - Very Satisfied**

Q6

The close out process (invoicing, no unexpected fees):

(no label) **10 - Very Satisfied**

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 **Yes**

Is the survey information you have provided related to Job Orders for General Contract, Division 22 Plumbing and/or Division 23 HVAC provided in this solicitation?

Q10 **Respondent skipped this question**

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.

Q11

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

It is a complete pleasure working with the people in this company from the guys in the field to the ladies in the office. They're ALL awesome. I'd be happy to work with them all any time.

#11

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, June 24, 2024 6:35:21 PM
Last Modified:	Monday, June 24, 2024 6:37:38 PM
Time Spent:	00:02:16
IP Address:	70.163.229.158

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Shelby Moody**
Agency or Company	**Town of Queen Creek**
Position	**Principal Management Analyst**
Email Address	**shelby.moody@queencreekaz.gov**
Phone Number	**4803583469**

Q2

The vendor that you are providing vendor performance information for:

Company	**SD Crane**
State/Province	**AZ**

Q3

The ability to deliver products/provide services per your expectations:

(no label)	**10 - Very Satisfied**

Q4

The overall quality of products/services provided by the firm:

(no label)	**10 - Very Satisfied**

Q5

The ability of the firm to interact with your staff members:

(no label)	**10 - Very Satisfied**

Q6

The close out process (invoicing, no unexpected fees):

(no label) **10 - Very Satisfied**

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 **Yes**

Is the survey information you have provided related to Job Orders for General Contract, Division 22 Plumbing and/or Division 23 HVAC provided in this solicitation?

Q10 **Respondent skipped this question**

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.

Q11 **Respondent skipped this question**

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

#16

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Tuesday, June 25, 2024 7:48:05 AM
Last Modified:	Tuesday, June 25, 2024 7:52:09 AM
Time Spent:	00:04:04
IP Address:	170.85.54.92

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Lilah Meyer**
Agency or Company	**Arizona Department of Corrections, Rehabilitation and Reentry**
Position	**Regional Facilities Administrator**
Email Address	**lmeyer@azadc.gov**
Phone Number	**520-709-5611**

Q2

The vendor that you are providing vendor performance information for:

Company	**SD Crane Builders**
Address	**1215 W Rio Salado Pkwy # 109**
City/Town	**Tempe**
State/Province	**AZ**
ZIP/Postal Code	**85281**

Q3

The ability to deliver products/provide services per your expectations:

(no label)	**10 - Very Satisfied**

Q4

The overall quality of products/services provided by the firm:

(no label)	**10 - Very Satisfied**

Q5

The ability of the firm to interact with your staff members:

(no label) **9**

Q6

The close out process (invoicing, no unexpected fees):

(no label) **9**

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 **Yes**

Is the survey information you have provided related to Job Orders for General Contract, Division 22 Plumbing and/or Division 23 HVAC provided in this solicitation?

Q10 **Respondent skipped this question**

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.

Q11

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

This company is very easy to work with, always provides superior quality workmanship and great customer service.

#18

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Tuesday, June 25, 2024 9:38:45 AM
Last Modified:	Tuesday, June 25, 2024 9:40:44 AM
Time Spent:	00:01:59
IP Address:	97.64.56.250

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Robert Jacobson**
Agency or Company	**Laveen Elementary School District**
Position	**Executive Director of Support Services**
Email Address	**rjacobson@laveeneld.org**
Phone Number	**6025019929**

Q2

The vendor that you are providing vendor performance information for:

Company	**SD Crane**
State/Province	**AZ**

Q3

The ability to deliver products/provide services per your expectations:

(no label)	**10 - Very Satisfied**

Q4

The overall quality of products/services provided by the firm:

(no label)	**10 - Very Satisfied**

Q5

The ability of the firm to interact with your staff members:

(no label)	**10 - Very Satisfied**

Q6

The close out process (invoicing, no unexpected fees):

(no label) **9**

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 **Yes**

Is the survey information you have provided related to Job Orders for General Contract, Division 22 Plumbing and/or Division 23 HVAC provided in this solicitation?

Q10 **Respondent skipped this question**

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.

Q11

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

Great General Contactor to work with.

#25

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2024 11:01:40 AM
Last Modified:	Wednesday, June 26, 2024 12:43:22 PM
Time Spent:	01:41:42
IP Address:	204.43.130.241

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Mike Thorpe**
Agency or Company	**Mesa Unified School district**
Position	**Project Manager**
Email Address	**mwthorpe@mpsaz.org**
Phone Number	**480-516-8323**

Q2

The vendor that you are providing vendor performance information for:

Company	**SD-Crane**
Address	**1215 W Rio Salado Pkwy #109**
City/Town	**Tempe AZ**
State/Province	**AZ**
ZIP/Postal Code	**85281**

Q3

The ability to deliver products/provide services per your expectations:

Respondent skipped this question

Q4

The overall quality of products/services provided by the firm:

Respondent skipped this question

Q5

The ability of the firm to interact with your staff members:

Respondent skipped this question

Q6

Respondent skipped this question

The close out process (invoicing, no unexpected fees):

Q7

Respondent skipped this question

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

Q8

Respondent skipped this question

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

Q9

Respondent skipped this question

Is the survey information you have provided related to Job Orders for General Contract, Division 22 Plumbing and/or Division 23 HVAC provided in this solicitation?

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.

As far as scheduling trades and ensuring the proper equipment is being installed based on the submittals, they have also been involved through oversight and ensuring job scopes are met.

Q11

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

Mesa Schools has been using SD-Crane for over 25 years, with me personally 6 of those years. The reason for the high scores across the board and continued relationship is there ability to make things happen and there response to warranty items. (One call and that's all) They make my job easier.

#30

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2024 11:44:25 AM
Last Modified:	Thursday, June 27, 2024 12:13:33 PM
Time Spent:	00:29:08
IP Address:	136.226.64.101

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Andrew May**
Agency or Company	**AZ Dept. of Transportation**
Position	**Senior Architect**
Email Address	**amay@azdot.gov**
Phone Number	**6024998871**

Q2

The vendor that you are providing vendor performance information for:

Company	**SD Crane Builders, Inc.**
Address	**1215 W. Rio Salado Pkwy #109**
City/Town	**Tempe**
State/Province	**AZ**
ZIP/Postal Code	**85281**

Q3

The ability to deliver products/provide services per your expectations:

(no label)	**10 - Very Satisfied**

Q4

The overall quality of products/services provided by the firm:

(no label)	**10 - Very Satisfied**

Q5

The ability of the firm to interact with your staff members:

(no label) **10 - Very Satisfied**

Q6

The close out process (invoicing, no unexpected fees):

(no label) **10 - Very Satisfied**

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 **Yes**

Is the survey information you have provided related to Job Orders for General Contract, Division 22 Plumbing and/or Division 23 HVAC provided in this solicitation?

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.

Question 9 confuses me so let me state that I know nothing about Mohave Educational Services Cooperative RFP 24B-0711. The survey responses I've provided are based on my experience with SD Crane Builders performing JOC projects as a General Contractor in charge of all construction trades and work, including mechanical, electrical and plumbing work.

Q11 **Respondent skipped this question**

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

#47

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 01, 2024 1:52:35 PM
Last Modified:	Monday, July 01, 2024 1:54:56 PM
Time Spent:	00:02:20
IP Address:	205.168.30.201

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**vincent mauro**
Agency or Company	**Town Of Queen Creek Govt**
Position	**Superintendent**
Email Address	**vincent.mauro@queencreek.org**
Phone Number	**4803583809**

Q2

The vendor that you are providing vendor performance information for:

Company	**SD Crane Builders, Inc**
Address	**1215 W Rio Salado Pkwy, #109**
City/Town	**Tempe**
State/Province	**AZ**
ZIP/Postal Code	**85281**

Q3

The ability to deliver products/provide services per your expectations:

(no label)	**10 - Very Satisfied**

Q4

The overall quality of products/services provided by the firm:

(no label)	**10 - Very Satisfied**

Q5

The ability of the firm to interact with your staff members:

(no label) **10 - Very Satisfied**

Q6

The close out process (invoicing, no unexpected fees):

(no label) **10 - Very Satisfied**

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 Orders for General Contract, Division 22 Plumbing and/or Division 23 HVAC 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?

Respondent skipped this question

Technical Proposal
Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b, 2e)

6. **Place after Tab 2b:** Provide copy of current Arizona contractor's licenses held by your company. (Indicate any contract license numbers for specialty services, e.g., C-11, CR-11, or A-17 for Electrical Services). Please see page 76.

7. **Place after Tab 2e:** Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate proposals and will not be made available to the public.*

   Offerors may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential. Please see page 99.

1. Place after Tab 2b: Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the products or services in this solicitation as follows:

a. A short narrative description of what you are offering for this contract.

SD Crane Builders is offering general contracting services to the Mohave Members. With over two decades of Job Order Contracting experience as a general contractor, SD Crane Builders possesses extensive expertise in JOC projects. Presently managing 12 Job Order Contracts, we have **SUCCESSFULLY DELIVERED MORE THAN 2,042 JOC PROJECTS**. Our experience includes a variety of project scopes from renovations to groundbreaking new builds. Through each of our Job Order Contracts, we have displayed high standard work and have become one of the top-quality Contractors for those contracts. JOB ORDER CONTRACTING IS WHAT WE DO BEST!

b. A brief history of your company that includes length of time in business, how long your company has provided the products/services you are proposing, and your firm's philosophy of doing business.

HISTORY

SD Crane Builders has been in business for over 22 years. We have been providing general contracting services for over 22 years.

PHILOSOPHY

The mission of SD Crane Builders is to build customer loyalty through integrity and "old world" values. We strive to meet or exceed the expectations of our Owners. Our projects are not complete until the Client is 100% satisfied.

It is our philosophy that completing projects on time and within budget is not a goal, it is a requirement. To ensure our company philosophy is adhered to, we at SD Crane Builders only hire qualified Subcontractors and workmen who share in the concept of integrity and performing their work to meet or exceed the Customer's satisfaction.

c. Provide written verification if offeror has recently purchased an established business or has proof of prior success in this business or a closely related business.

SD Crane Builders has not recently purchased an established business.

d. Provide information regarding your authorization to submit a proposal for the specified products/services and confirm that you can provide the products/services if awarded a contract. Indicate if you are an authorized dealer for the products or services in the proposal, or if you are a producer, publisher, or manufacturer of the products or services in the proposal.

SD Crane Builders is licensed and authorized to submit a proposal for general contracting services. If any project contains a proprietary item, we will contract Vendors that are authorized for those items verifying products and/or services are produced, published, or manufactured correctly.

2. Place after Tab 2b: Identify any past or pending litigation or mediation involving products or services your firm has provided within the last five (5) years.

SD Crane Builders has zero past or pending litigations or mediations involving products or services within the last five years.

3. Provide a current, completed copy of your firm's IRS W-9.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

SD Crane Builders, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1215 W. Rio Salado Pkwy. #109

Requester's name and address (optional)

6 City, state, and ZIP code

Tempe, AZ 85281

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

6	9	–	4	4	9	6	5	0	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Date 07/11/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

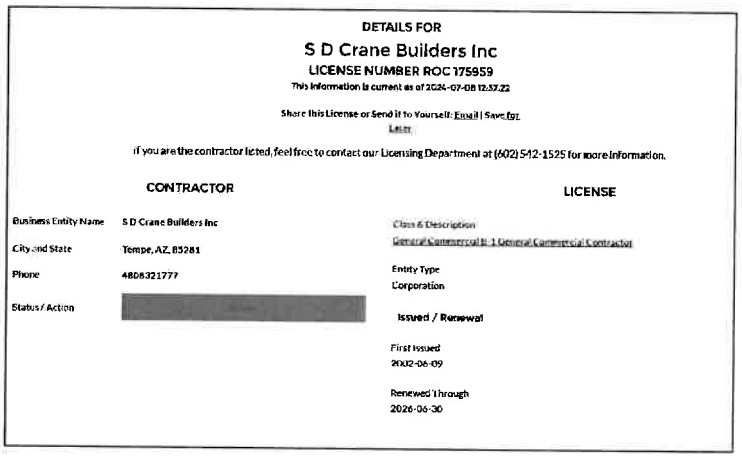
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

4. Place after Tab 2b: Indicate if your firm would qualify as a small or minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license and written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws and stock certificates for corporations.

SD Crane Builders does not qualify as a small or minority owned business.

Evidence of current Arizona contractor's license(s) is placed after Tab 2b.



DETAILS FOR

S D Crane Builders Inc

LICENSE NUMBER ROC 175959

This information is current as of 2024-07-08 12:57:22

Share this License or Send it to Yourself: Email | Save for Later

If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

CONTRACTOR		LICENSE	
Business Entity Name	S D Crane Builders Inc	Class & Description	General Commercial B: 1 General Commercial Contractor
City and State	Tempe, AZ, 85281	Entity Type	Corporation
Phone	4808321777		
Status / Action	[redacted]	Issued / Renewal	
		First Issued	2002-06-09
		Renewed Through	2026-06-30

I have worked with SD Crane Builders on several jobs over the years. I have never one time, on any job, been let down by not only the Field crews but also the Office staff of SD Crane Builders.

This company has a slogan that states "Whatever it Takes. This is something they do not take lightheartedly. I have seen SD Crane Builders man a job in a crunch beyond expectations, fly to other states during COVID to get material the pandemic made unavailable from local suppliers, and respond to my request that may have seemed insane to them with a smile.

I would 100% recommend this company that will make you feel like part of their family though the worst of jobs to the smoothest."

– Mike Thorpe
Project Manager, Mesa Unified School District

Technical Proposal
Primary Vendor Information
Past Performance and Management Plans
(Place after Tab 2c)

1) Provide a list of your firm's job order contracts for the last three years. Please see page 79.
   a. *Include date, contracting agency, contract amount, and contact information for each.*
   b. *If your firm has no job order contracting experience, provide the required information for your major construction projects.*
2) If your firm has no job order contracting experience, provide a description of your philosophy and experience partnering as a member of a team consisting of the owner, owner's customers, and the contractor. Please see page 80.
3) 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. Please see page 80.
4) Provide a statement of your history for submitting claims and change orders. Please see page 81.
   a. *Include specific information, e.g., type of claim, date, reason, amount, and outcome.*
5) Indicate if you are offering design, engineering, maintenance, and/or operations services.
   a. *Describe the services you are offering.* Please see page 81.
   b. *Indicate if in-house staff will provide the services.*
   c. *Indicate the portions of a project that may be subcontracted to other firms.*
   d. *Provide a statement of your experience or the subcontractor's experience providing the services, particularly in a job order contract setting.*
6) Provide a Contract Management Plan. Please see page 82.
   a. *Provide a statement of your plan for performing and managing the work.*
   b. *What personnel will be used?*
   c. *How do you plan to ensure prompt responses to job order requests?*
   d. *How do you plan to ensure an adequate workforce is maintained?*
   e. *What is your plan for responding to and performing multiple job orders at the same time?*
   f. *What limitations will you have geographically or in the number of simultaneous job orders?*
   g. *Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.*
   h. *Describe your experience in pricing projects using a UPB and a coefficient, an Open Book pricing methodology, and Trade Service (if applicable).*
   i. *Does your firm currently use RS Means Online, CostWorks, Trade Service, or any other estimating software based on RS Means UPBs. If not, how will you prepare JOC cost quotations and invoices?*
7) Describe your Quality Management Plan. Please see page 87.
   a. *How do you set goals and monitor the performance of your company?*
   b. *How do you inspect the work to ensure quality?*
   c. *How do you stay on schedule?*
   d. *What is your complaint and dispute resolution procedure?*
   e. *Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.*

Technical Proposal
Primary Vendor Information
Past Performance and Management Plans
(Place after Tab 2c)

8) Describe your Subcontractor Selection and Management Plan. Please see page 90.

   a. *Provide a statement of your plan for managing subcontractors.*

   b. *Provide a statement acknowledging your intent to not use price as the sole determining factor when selecting subcontractors under any awarded contract. (See Special Term and Condition 12.6.)*

   c. *How will you recruit subcontractors, particularly in the local communities where work will be performed?*

   d. *Describe how you would use local subcontractors to accomplish the work.*

   e. *How will you ensure acceptable quality for work performed by subcontractors?*

   f. *How will you address controversies and claims related to work performed by subcontractors?*

   g. *Provide other pertinent information that will help Mohave evaluate your subcontractor management capabilities.*

   h. *Provide a list, including firm name, location, and current license number, for subcontractors your firm currently uses.*

   i. *For firms who self-perform and do not subcontract work, provide your confirmation that any future subcontracts shall follow the requirements specified in the subcontractor management plan noted above. Mohave may request a copy of your plan prior to allowing subcontracting under an awarded contract.*

9) Describe your Safety Plan. Please see page 93.

   a. *Provide a current letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and signed by an appropriate individual employed by the insurance company.*

   b. *If your EMR is greater than 1, what actions will you take to lower it?*

   c. *Describe your firm's safety oversight. Do you have a safety manager?*

   d. *Describe the safety training used by your firm and provide a copy of your firm's safety training program.*

1)Provide a list of your firm's job order contracts for the last three years.

a. Include date, contracting agency, contract amount, and contact information for each.
b. If your firm has no job order contracting experience, provide the required information for your major construction projects.

The following table includes SD Crane Builders current Job Order Contracts for the last three years.

NAME	DATE	CONTRACTING AGENCY	CONTRACT AMOUNT	CONTACT INFO.
ADOA General Maintenance and Repair JOC	2020 – Current	Arizona Department of Administration	Under $50,000 per project | No annual limit	Dustin Deason, 602-542-8144, dustin.deason@azdoa.gov
Arizona State University JOC	2021 – Current	Arizona State University	$4 million max per project | No ann. limit	Laura Bolster, 480-965-9782, laura.bolster@asu.edu
City of Glendale JOC	2021 – Current	City of Glendale	No per project limit | $2 million ann. limit	Patty Aguayo, 623-930-2605, paguayo@glendaleaz.com
City of Kingman JOC	2021 – Current	City of Kingman	$2 million max per project | No ann. limit	Jack Plaunty, 928-716-7196, jplaunty@cityofkingman.gov
Kyrene School District JOC	2021 – Current	Kyrene School District	$1 million max per project | No annual limit	Mason Meade, 480-541-1605, mmeade@kyrene.org
Maricopa County Comm. College District JOC	2013 – Current	Maricopa County Community College District	$1 million max per project | No annual limit	Sarah Van Omen, 480-731-8519, sarah.van.omen@domail.maricopa.edu
Mesa Public Schools JOC	2005 – Current	Mesa Public Schools	Over $250,000 per project with no max | No annual limit	Michelle Hamilton, 480-472-0150, mlhamilton@mpsaz.org
MOHAVE COOP. JOC ★	**2019 – Current**	**Mohave Educational Services Coop.**	**No project limit | No annual limit***	**Kristy Hamm, 928-718-3221, kristy@mesc.org**
Pima County JOC	2020 – Current	Pima County	$500,000 max per project | $2.5 million annual limit	Julie Parizek, 520-419-5435, julie.parizek@pima.gov
Pima County Community College JOC	2022 – Current	Pima County Community College	No project limit | No annual limit	Mike Baker, 520-206-6604, mbaker@pima.edu
State of Arizona JOC	2011 – Current	State of Arizona	$2 million max per project | No annual limit	Dustin Deason, 602-542-8144, dustin.deason@azdoa.gov
University of Arizona JOC	2022 – Current	University of Arizona	$2 million max per project | No ann. limit	Lorna Gray, 520-621-9372, lornagray@arizona.edu

** Mohave Coop. JOC – project limit based on Mohave Member's procurement rules.*

2) If your firm has no job order contracting experience, provide a description of your philosophy and experience partnering as a member of a team consisting of the owner, owner's customers, and the contractor.

Please see our current Job Order Contracts on page 79.

3) 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.

SCHOOL DISTRICTS

SD Crane Builders has been performing JOC work with school districts across Arizona since 2004. We have partnered with **34 SCHOOL DISTRICTS** and have completed **OVER 450 EDUCATIONAL JOC** projects. Of our current 12 Job Order Contracts, 7 of them are with School Districts.

For more than two decades, SD Crane Builders has completed educational projects spanning summer, fall, winter, and spring breaks as well as operational school periods. We understand the complexities of working with School Districts and their campuses. We prioritize scheduling timelines during short breaks and recognize the importance of executing projects seamlessly on occupied campuses, minimizing disruption to the students and staff.

GOVERNMENTAL PROJECTS

SD Crane Builders has been partnering with government agencies for over 20 years. We have not only worked with all state agencies, but with various cities, towns, and counties all over Arizona. We are currently the top performing contractor on the State of Arizona JOC and have vast experience in government buildings that require special background checks and clearance.

One agency we partner with often is the Department of Corrections (DOC). We currently have 19 ongoing projects at different facilities ranging in scopes of work. All of the correctional facilities have highly sensitive security procedures that must be adhered to.

WORKING ON MULTIPLE PROJECTS SIMULTANEOUSLY

Our approach is defined by a commitment to excellence and a **WHATEVER IT TAKES** attitude, enabling us to effectively manage and prioritize multiple projects simultaneously. Each project, regardless of scale, receives our focused attention and is promptly assigned a dedicated Team, ensuring seamless transition from initiation to completion.

An example of working on multiple projects simultaneously is our project with the Laveen Elementary School District for Bulletproof Glass at 9 Different Locations, which was contracted using the Mohave Cooperative. This project scope included work at 9 different sites simultaneously. Our high quality work on each site demonstrates our ability to complete concurrent projects. Throughout the preconstruction and construction phases, teamwork was key to keeping the individual sites and their different scopes organized and on task for a successful completion.

WORKING THROUGHOUT THE STATE

SD Crane Builders has completed projects all around the state of Arizona from Yuma down to Sierra Vista and all the way to Kayenta. Not only do we have Project Superintendents in the Phoenix area, but in the northern and southern parts of the state as well. If we do not have a Team located in the area of the project, our Superintendent will relocate for the duration of that JOC project. We will travel to where an Owner has a need and we understand the Mohave Members are located across Arizona.

SPECIALIZED PROJECTS

We have completed a variety of specialized projects at different airports including: Sky Harbor International Airport, Tucson International Airport, City of Kingman Airport, City of Flagstaff Airport, and the Bagdad Airport. Our Team has performed work in the Governor's office and different Department of Public Security's facilities like the interrogation rooms and clean rooms. SD Crane Builders has managed a substantial amount of specialized elevator modernization projects and restored historical buildings.

PROJECT FUNDING

SD Crane Builders is very familiar with the process of a federally funded project. Most recently, we had multiple Esser funded projects contracted with Mesa Public Schools using the Mohave Cooperative. Our Preconstruction Team distributed the Davis Bacon requirements to the Subcontractors during the bidding process. Once the project was awarded, our Operations Team detailed out the requirements and reporting in the subcontract agreements. Our Team gathered the weekly wage reports from each Subcontractor and verified all paperwork was correct. After verification, all required reports were sent to the Owners to be submitted to their federal liaison.

We have also managed a variety of projects that were funded by the School Facilities Board as well as School awarded bond money. SD Crane Builders will conform to the procurement policies necessary to the funding method.

4) Provide a statement of your history for submitting claims and change orders.

a. Include specific information, e.g., type of claim, date, reason, amount, and outcome.

SUBMITTING CLAIMS

SD Crane Builders has a record of **CLAIM FREE PERFORMANCE**.

SUBMITTING CHANGE ORDERS

Our approach to change orders is clear and concise document control. Our change order procedure starts with the Project Team submitting a Request for Information (RFI) to the Owner. The RFI's will specify any questions needed to be clarified in the contract documents or scope of work. Detailed in the RFI's, we will provide any backup documentation necessary for clarification. Once the RFI is approved by the Owner, we will issue a formal change order for scope of work and cost. We will also send all Owner approved change orders to our Mohave liaison.

In addition to this, our Project Team will track and log all RFI's and change orders. We will provide these logs to our Owners at each project meeting. In turn, this helps keep all parties up-to-date on any changes that have occurred.

5) Indicate if you are offering design, engineering, maintenance, and/or operations services.

a. Describe the services you are offering.

SD Crane Builders is offering Maintenance and Operations Services.

b. Indicate if in-house staff will provide the services.

We will subcontract out Maintenance and Operations Services.

c. Indicate the portions of a project that may be subcontracted to other firms.

SD Crane Builders subcontracts 100% of all work.

d. Provide a statement of your experience or the subcontractor's experience providing the services, particularly in a job order contract setting.

Each of the Subcontractors we will contract for work has Job Order Contract project experience. Prior to beginning any JOC project, we will provide the Owner with documentation of each Subcontractor, aligning their qualifications, availability, and price with the particular scope of work.

Since our inception in 2002, we have been creating long lasting relationships with our Subcontractors. We believe quality Vendors work hand in hand with quality performed work. Due to our extensive Job Order Contract experience, our Subcontractor partners also have a large understanding of what it takes to complete a JOC project.

SUBCONTRACTOR EXPERIENCE

> I wanted to take a moment to express my gratitude and thoughts on another successful year with SD Crane.
>
> We have all been quite busy this year and too often, great professionalism and work ethic can go unnoticed. I wanted you to know that every project Sun Country has ventured into with SD Crane, has been a great experience. Each job has been met with great dedication towards excellence and this is noticed not only in your craftsmanship but also in the respect you give to us Subcontractors.
>
> The professionalism goes from the jobsite Superintendent all they way to your Accounting Department. This says a lot about the leadership at SD Crane and your team. I look forward to many years of working together to make Arizona more beautiful one building at a time."
>
> *– Gina Gilbert,*
> *Estimating Manager/Project Manager, Sun Country Floors*

6) Provide a Contract Management Plan.

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

SD Crane Builders is a highly qualified General Contractor who has been completing Job Order Contract projects for over 20 years. Each JOC project has its own specific needs and uniqueness. JOC projects require detailed scheduling, correct capture of scope of work, and an experienced Team for on time and within budget completions. SD Crane Builders' capability and **DEPTH OF EXPERTISE** has allowed us to create a seamless Job Order Contract management system.

PRECONSTRUCTION

Our Preconstruction Team is well versed in the different Job Order Contract requirements such as proposal forms and Subcontractor quote submissions. Upon receiving the call from the Owner, we will verify that they intend to use the Mohave Cooperative and have contacted their liaison for any possible requirements. Our Team will communicate with the Owner to discuss project scope of work and specifications. We will provide valuable insight on constructability and **VALUE ENGINEERING** options. Once the scope is correctly captured, the Preconstruction

Team will meet and review the documents. We **COMPETITIVELY BID 3** or more Subcontractors per trade to guarantee the best qualifications, experience, available manpower, and cost. Upon receiving the Subcontractor quotes, we will carefully review them for completeness and adherence to the project requirements. The SD Crane Builders' Team will create the JOC estimate using the Mohave Open Book pricing method with Subcontractor quote backup. We will compile all documents and send them to the Owner for approval.

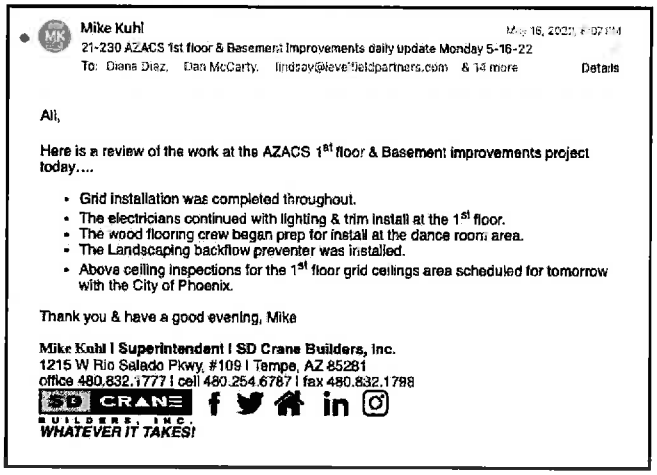
OPERATIONS

Once we receive approval on the JOC project, we immediately assign an Operations Team. This Team will meet with the Preconstruction Team to go over all project scopes and any specific protocols the Owner may have. SD Crane Builders will create the subcontract agreements which include **DETAILED SCOPES OF WORK**, schedule requirements, and safety regulations. In order to effectively manage the work, our Team verifies all documentation is agreed to. We will request submittals immediately and verify all long lead time items are ordered as soon as possible. We track and log all RFI's, change orders, ASI's, and scheduled milestones. We bring these logs and schedules to all meetings to keep everyone informed on project advancement. The Project Manager submits monthly financial reporting and verifies Subcontractor progress billings. When construction is ready to start, the Team will coordinate the mobilization beginning with the install of temporary fencing and safety signage.

FIELD

SD Crane Builders' Field Team will communicate with the Operations Team upon the approval and assignment of the Job Order Contract project. We will review all plans, specifications, scopes of work, schedule, and Owner protocols. We will collaborate on a specific job site safety plan and develop any safety meeting "tool box" topics necessary for the scopes of work. The Superintendent will verify all traffic control, alternative access paths, and safety signs are in place prior to mobilizing Subcontractors. Once on site, the Superintendent will adhere to our **DAILY UPDATES PROGRAM**. They are required to send a daily email to all Project Team Members and the Owners Group with the progress of that day, three photos, and the planned work for the following day. They will attend all project meetings and conduct quality control inspections daily. If there are any deviations to the project plans, the Superintendent will update them in the as-built drawings.

Daily Updates Program Example



Mike Kuhl — May 16, 2022, 4:07 PM
21-230 AZACS 1st floor & Basement Improvements daily update Monday 5-16-22
To: Diana Diaz, Dan McCarty, lindsay@levelfieldpartners.com & 14 more — Details

All,

Here is a review of the work at the AZACS 1st floor & Basement improvements project today....

- Grid installation was completed throughout.
- The electricians continued with lighting & trim install at the 1st floor.
- The wood flooring crew began prep for install at the dance room area.
- The Landscaping backflow preventer was installed.
- Above ceiling inspections for the 1st floor grid ceilings area scheduled for tomorrow with the City of Phoenix.

Thank you & have a good evening, Mike

Mike Kuhl | Superintendent | SD Crane Builders, Inc.
1215 W Rio Salado Pkwy, #109 | Tempe, AZ 85281
office 480.832.1777 | cell 480.254.6787 | fax 480.832.1798
SD CRANE BUILDERS, INC.
WHATEVER IT TAKES!

CLOSE OUT

The project is not complete until the Owner has received and approved the final close out package. The Operations Team will review all guidelines of the Owner close outs. We understand each Mohave Member has their own rules. We will then request all warranties, affidavits, and user manuals from each Subcontractor on the project. We will verify all documents are correct and prepared in full. We will work with the Field Team to verify amended as-builts are update-to-date. Our Team will also coordinate any final training sessions needed for the facility users. Once we have received the close out documents, we will

assemble the package and send it to the Owner and/or Design Team.

Due to our lengthy experience performing and managing Job Order Contract projects, we understand the process can be vary and contain different complexities for each Owner. We prioritize **COMMUNICATION, FLEXIBILITY, AND PROMPT RESPONSE** in each step of our construction management process.

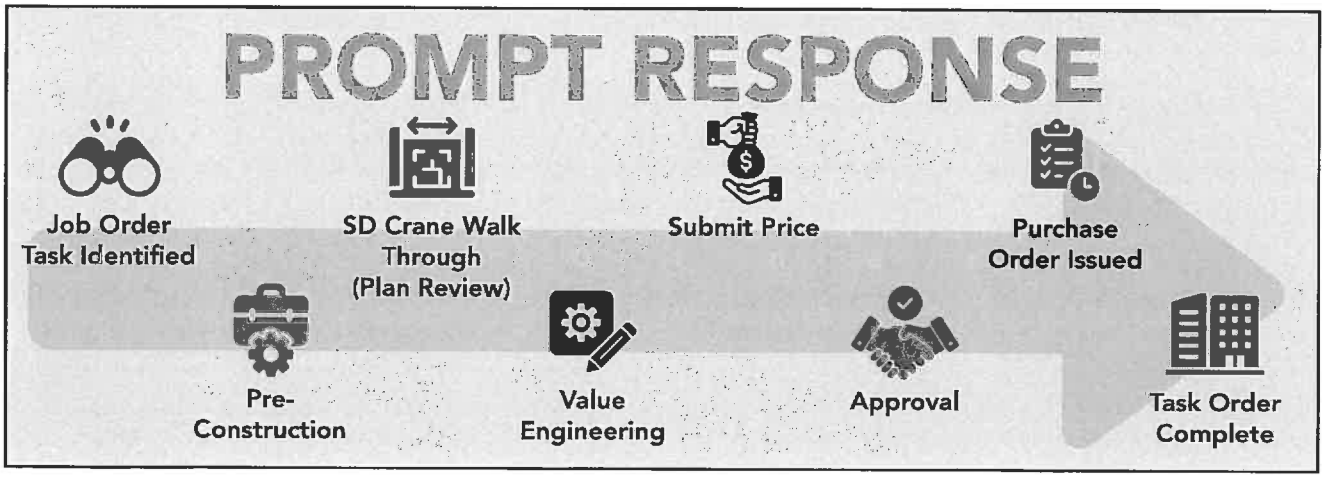
b. What personnel will be used?

SD Crane Builders will hand select each Team Member for all JOC projects. All personnel are familiar with working with Job Order Contracts and have worked together on numerous projects. The following key personnel will be used:

- Steven D. Crane – President/CEO
- Keith Burns – Director of Construction
- Kyle Burns – Project Manager
- Justin Tunstill – Project Manager
- Matt Sprenger – Preconstruction/Estimator
- Adam Cherilla – Preconstruction/Estimator
- Tom Adamcik – General Superintendent
- Cliff Hall – General Superintendent
- Norm Anderson – Superintendent
- Todd Begin – Superintendent
- Sev Favela – Superintendent
- Mike Kuhl – Superintendent
- Jeff Murray – Superintendent
- Marcus Ritze – Superintendent
- Gabe Salgado – Superintendent
- Josh Stovall – Superintendent
- Jim Thorpe – Superintendent
- Bill Williams – Superintendent

c. How do you plan to ensure prompt responses to job order requests?

It is our experience that immediate and/or same day requests are common in Job Order Contract delivery. Our typical prompt response process, as shown below, is relatively seamless and creates a clear plan for each JOC project. We also have procedures in place to respond to a call as soon as possible or within 24 hours. We believe the line of **COMMUNICATION IS OPEN 24/7** between the Owner and SD Crane Builders.



An example of SD Crane Builders' prompt response ability would be the emergency project we had for the Department of Corrections (DOC) at a prison facility. A piece of exterior building plaster had fallen, causing safety concerns with the surrounding staff and inmates. DOC called us on a Friday afternoon after normal work hours regarding the safety issue and we immediately drove to the facility. While on the drive over, our Team coordinated with trusted scaffolding company to meet on site. Within hours of the initial call, we had an entire Team at the facility and the exterior of the building was secured with scaffolding.

d. How do you plan to ensure an adequate workforce is maintained?

Once we receive the job order request in preconstruction, we will walk the site with the Owner and our selected Subcontractors. On the job walk, we will discuss the scope of work and schedule requirements along with manpower needs. We will examine the Subcontractors' current available workforce along with the workforce needed to complete the project. We will only contract Vendors that have ample workforce and can properly man the project.

The project schedule will be included in the contract documents and must be adhered to by all Subcontractors. During construction, the schedule will be continually updated and disbursed to all Vendors to ensure manpower is available for upcoming scopes of work and milestones which allows our Team to plan for adequate workforce.

e. What is your plan for responding to and performing multiple job orders at the same time?

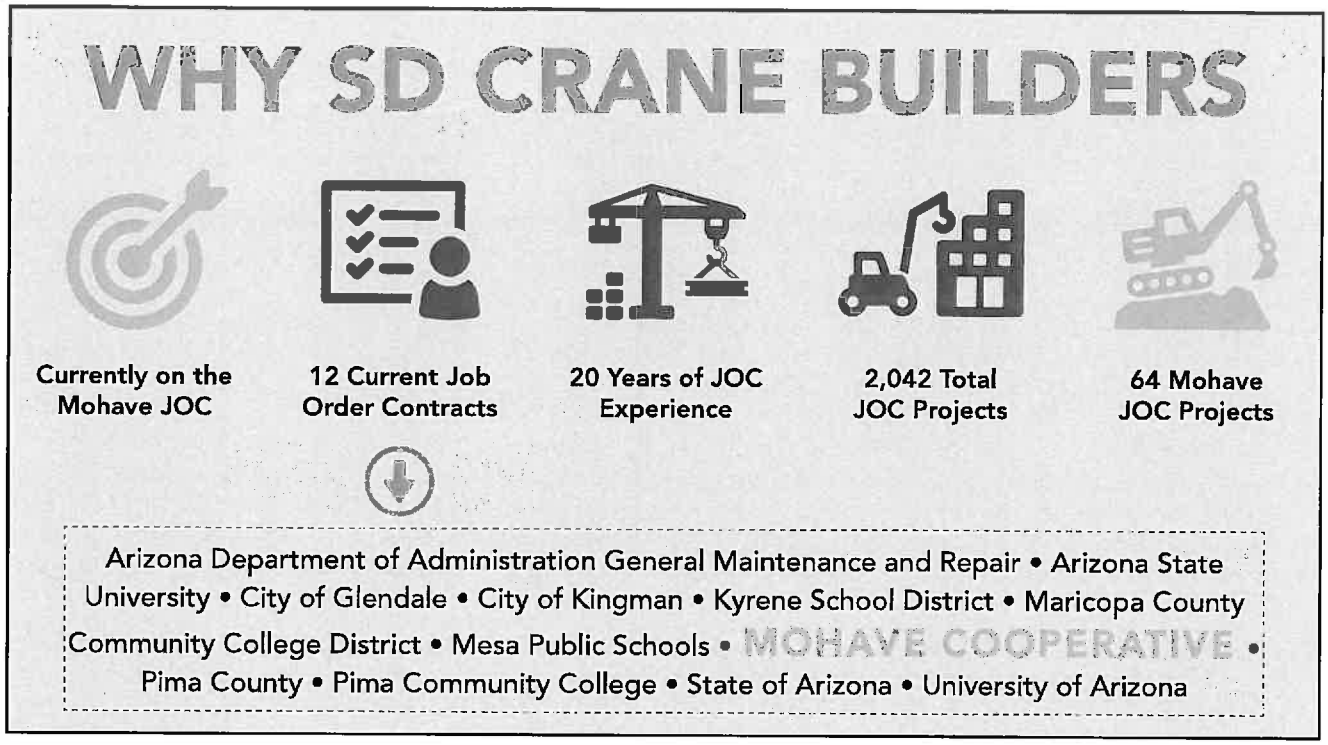
Our **WHATEVER IT TAKES** attitude makes prioritizing and completing multiple, simultaneous projects possible. As with our current Job Order Contracts, each project will be treated with the same high level of importance. We will immediately assign each project to a full Team and have them on site as soon as possible. SD Crane Builders' JOC experience has taught us that there are high-volume time periods with multiple, simultaneous projects. These high-volume time periods are the reason we are proposing multiple Key Team Members to be able to respond to the Mohave Member's needs. In addition to our proposed Key Team Members, we also have Support Staff ready to jump on board during times of booming construction to ensure successful project completion.

f. What limitations will you have geographically or in the number of simultaneous job orders?

We have **NO** geographic limitations within the State of Arizona and **NO** limitations in the number of simultaneous JOC orders. Not only do we have resources in the Phoenix area, but we also have Team Members in the northern and southern parts of the state. Additionally, each one of our Team Members is willing and able to relocate for a project duration to any part of Arizona. SD Crane Builders has ample personnel with a wealth of construction knowledge available at any time.

> ***"SD Crane Builders SUCCEEDED and EXCELLED with all of the requirements. I would not hesitate to recommend SD Crane to any future prospective Owners."***
>
> *– Bill Pittenger, AIA*
> *Principal, SPS+ Architects*

g. Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.



h. Describe your experience in pricing projects using a UPB and a coefficient, an Open Book pricing methodology, and Trade Service (if applicable).

SD Crane Builders has 20 years of experience providing estimates using **UPB AND A COEFFICIENT**, as well as **OPEN BOOK PRICING**. By using the software created by RS Means/ Gordian, we have access to the exclusive extended 400,000 line item version of the RS Means cost database rather than the 80,000 line item version available through competing software platforms. In our Open Book pricing methods, we seek out three Vendor quotes for every scope of work that is associated with the project, and we provide this backup to the Owner when submitting our estimate.

Our collaborative Open Book approach to a JOC project allows us to involve our entire Project Team when developing cost proposals and schedules. Upon being selected for an individual JOC order, we will evaluate the project scope, complexities, and challenges then assemble the most appropriate Project Team. Once our individual JOC order Team is selected, our Preconstruction Department will begin preparing a cost estimate using the Owner preferred pricing method. Key Subcontractors are typically included in the site investigation as they are the experts in their particular trade and provide great insight on constructability and schedule.

i. Does your firm currently use RS Means Online, CostWorks, Trade Service, or any other estimating software based on RS Means UPBs. If not, how will you prepare JOC cost quotations and invoices?

SD Crane Builders started working on JOC contracts in 2004 performing JOC estimating with RS Means Online. Over the past 20 years, we have had experience with many different cost estimating methods within the JOC process. We currently use **RS MEANS/GORDIAN** and Subcontractor estimates as well as the **OPEN BOOK PRICING METHOD**. Our Preconstruction Team will work diligently with each project Owner to establish a complete scope of work for each cost quotation.

We will also work with the Project Team throughout the life of the project to incorporate value engineering and cost savings whenever possible.

7) Describe your Quality Management Plan.

a. How do you set goals and monitor the performance of your company?

GOALS

SD Crane Builders' company goals revolve around **100% CUSTOMER SATISFACTION**. We strive for honesty, integrity, teamwork, and safety in all aspects of our work.

Before we begin a JOC project, we will schedule a project kick-off meeting with the Owner to set and agree to the project goals. During this meeting, we will identify long lead items, project milestone dates, and other requirements that will result in measurable goals. We are dedicated to doing **WHATEVER IT TAKES** to ensure the ultimate goal of a successful project is met.

PERFORMANCE MONITORING

Throughout the construction of a project, our Project Managers will maintain constant communication with the Project Team. From start to completion, they will monitor Team performance against key indicators like adherence to schedule and budget tracking. Tom Adamcik (General Superintendent) will oversee the field performance and regularly visit all project sites to conduct inspections.

At the completion of each project, SD Crane Builders will gather the specific Project Team to review individual and overall project performance. We will discuss lessons learned and how to implement solutions for risk mitigation on future projects. We will also update Subcontractor performance reviews in our prequalification database, allowing us to make informed decisions on possible forthcoming Subcontractor agreements.

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

SD Crane Builders' quality management plan includes regular on site **QUALITY CONTROL INSPECTIONS**, ensuring only superior standards are achieved. Planned and unplanned inspections by Tom Adamcik (General Superintendent) keep our Project Team's compliant with our strict quality regulations.

While on site, all delivered materials will be verified according to the approved plans and submittals, guaranteeing accurate project products. We have strict field supervision while materials are being installed to double check all items are per the manufacture specifications, contract documents, and of the utmost quality.

c. How do you stay on schedule?

Preparing the preliminary schedule is critical to a successful project. This schedule will detail milestone dates including the procurement of long lead items. Throughout the construction process, the Operations Team will utilize Microsoft Office 365 and Spectrum (Viewpoint's project management and accounting program).

We use these programs to track:

- All project costs
- Contingencies
- Allowances
- RFI's
- Submittals
- Project change requests
- ASI's
- As-builts
- Close out documents

These two software programs allow us to track day-to-day changes providing **ON GOING PROJECT STATUS** and schedule reporting. Our Team will bring these schedules and logs to each meeting to review and discuss them with the Owner.

We understand that even the most dynamic and inventive of schedules can be rendered useless without the entire Project Team buying in to the common goal of completing the project on time. To help ensure buy in, we will only hire qualified Subcontractors who share in our Team philosophy. In turn, this will create an atmosphere of continuous cooperation and communication throughout each JOC project.

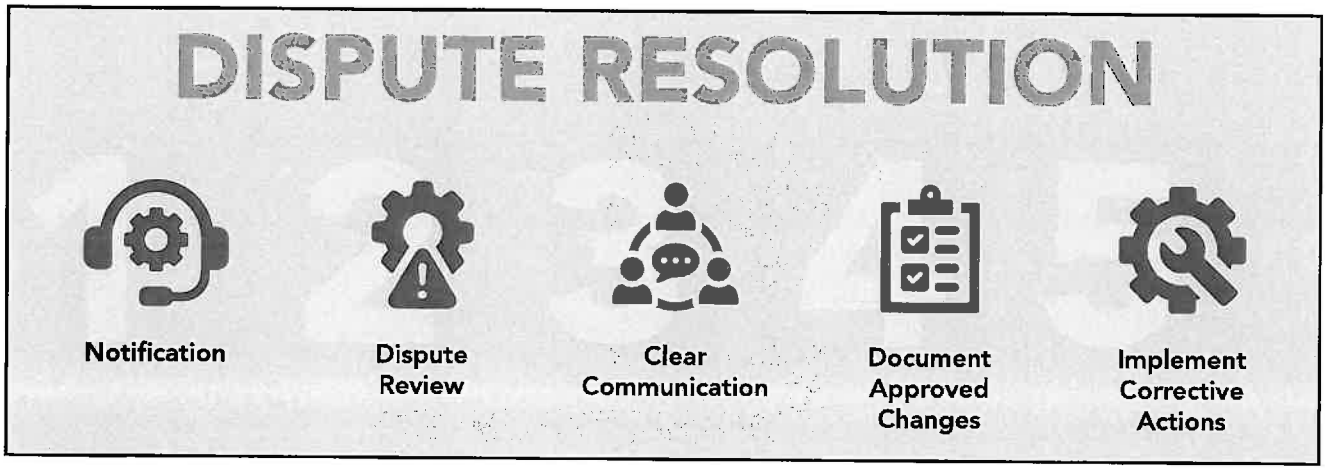
The Project Team will stay in constant communication with the Subcontractors to ensure on time mobilizations, material shipments, and available manpower. We will verify the Owner's schedule requirements are detailed in all contract agreements and continually updated as the Owner needs.

To further assist in staying on schedule, SD Crane Builders will distribute a three week look ahead schedule to Subcontractors, which will contain progress and milestone dates. Our Superintendents will also send **DAILY EMAIL UPDATES** to the Owner to aid in verifying items are on task according to the schedule.

d. What is your complaint and dispute resolution procedure?

COMPLAINT AND DISPUTE PROCEDURE

SD Crane Builders' philosophy regarding conflict begins with open and honest communication. We believe it is essential to provide accurate direction



to our Subcontractors. Our contracts are clear, and we meet with all Subcontractors early to explain our expectations. As projects progress, we will continually monitor and resolve open issues before they become a claim and/or litigation. SD Crane Builders' complaint and dispute plan involves:

- Project Team notification of conflict
- Review all documents with Project Team and Subcontractor
- Report any requested changes to Owner
- Document approved changes as they occur
- Verify corrective actions are implemented

ESCALATION LADDER

While we work hard to avoid challenges, we understand that misunderstandings and conflicts can happen during a construction project. SD Crane Builders conflict escalation ladder procedure begins with the notification from our Project Superintendent to the Project Manager. They will review all contract documents and meet with the Subcontractor to discuss. If the dispute is unable to come to an agreement, the dispute will be escalated to our Director of Construction and the Subcontractor's upper management. The Project Superintendent, Project Manager, and Director of Construction will meet and discuss with the Subcontractor Management Team on how best to resolve the conflict. If an unforeseen discrepancy is brought forth, a Request for Information (RFI) will be submitted to the Owner for clarification. If the dispute is deemed as part of the included scope of work, the conflict will be resolved between SD Crane Builders and the Subcontractor.

e. Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.

Quality is a founding value that SD Crane Builders is built on. Every unique scope of work carries a set of specific challenges and factors that have the potential to impact quality and value of work. See the below quality assurance methods.

QUALITY ASSURANCE

SD CRANE BUILDERS' METHODS FOR QUALITY ASSURANCE:

PROPERLY DEFINED SCOPES OF WORK

SD Crane Builders will evaluate and further define all scopes of work for our Subcontractors to help detail our expectations of quality.

HIGH STANDARD SUBCONTRACTORS

Finding the right Subcontractor for the job can sometimes be the difference between the absolute best quality and value, or less than acceptable quality and value. SD Crane Builders qualifies all of our Subcontractors on a project-by-project basis to ensure that the most high standard Subcontractor gets matched with any given project.

QUALIFIED BIDS

SD Crane Builders will take the time to review and qualify the bids of every Subcontractor on all projects to ensure that funds are being used responsibly and effectively.

CLEAR AND CONCISE BUDGETS

Our Team will generate accurate, detailed, and complete budgets giving the Owner the assurance exactly where their project dollars are being allocated.

8) Describe your Subcontractor Selection and Management Plan.

a. Provide a statement of your plan for managing subcontractors.

SD Crane Builders' Subcontractor management plan starts from the initial setup of a project in preconstruction. At this time, we meet with the project Owner to identify the scope of work and determine trades needed. Once the scope of work is distinguished, our Preconstruction Team will meet and review all project documents to make the selection of which Subcontractors will best fit the project requirements. We will review our Subcontractor data base and make selections based upon the Vendor qualifications, experience, and available manpower. Our Team will also analyze the Subcontractor prequalification package we have on file which includes up-to-date licensing and certifications.

If there are plans and specifications available for the JOC project, we will send all documentation to the selected Vendors to provide a quote. If a job walk is necessary, then we will schedule a job walk with the Owner, Subcontractors, and our Preconstruction Team. We **COMPETITIVELY BID 3** or more Subcontractors per trade to guarantee the best value to our JOC Owners.

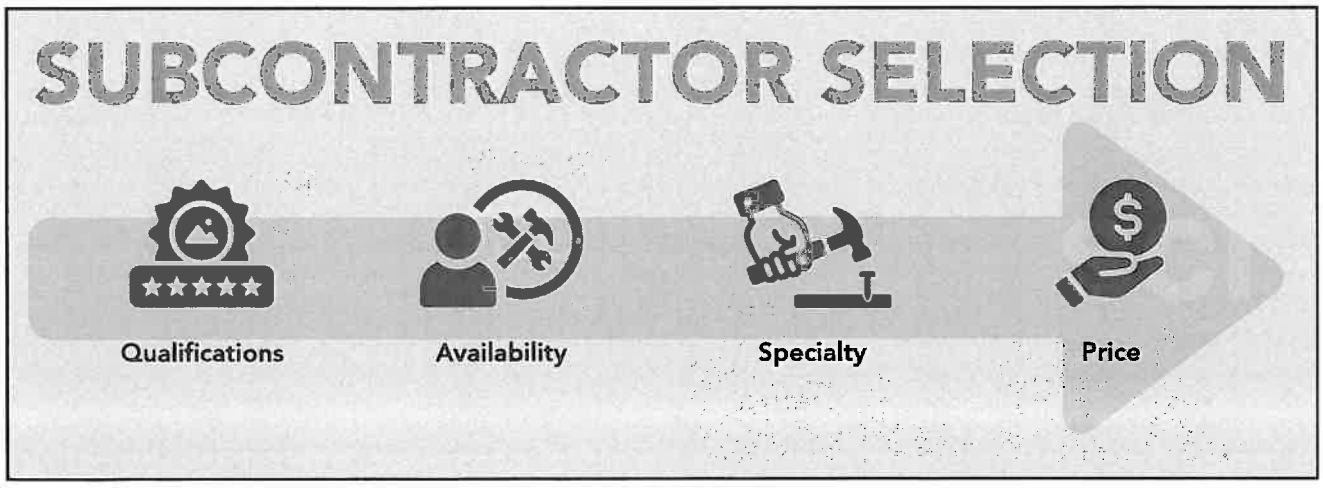
Upon receiving the award of the project, the Operations Team will meet and create all contract documents necessary for each Subcontractor. These contract documents will include requirements for scope of work, safety, and project schedule. Submittals are requested immediately and sent to the Owner for approval.

Once the Subcontractors are on site, our Project Team is constantly inspecting the work for proper installation and documenting the progress with photographs. Our Project Superintendent will hold weekly **MANDATORY SAFETY MEETINGS** that all Subcontractors on site must attend.

Once the project is complete, we request close out documents from all Subcontractors. We gather the warranties, affidavits, and operation and maintenance manuals for a complete close out package to send to the Owner.

b. Provide a statement acknowledging your intent to not use price as the sole determining factor when selecting subcontractors under any awarded contract. (See Special Term and Condition 12.6.)

SD Crane Builders does not use price as the sole determining factor when selecting a Subcontractor. We have created a process where Subcontractor selection is based on a combination of qualifications and price to determine the **BEST VALUE FOR THE OWNER.** Those who are highly qualified, fully understand the goals of the project, and adds financial value to the project will be considered. We also take schedule and available manpower into account upon selection.



c. How will you recruit subcontractors, particularly in the local communities where work will be performed?

SD Crane Builders has vast knowledge and **STRONG WORKING RELATIONSHIPS** with Subcontractors around the state. We will leverage many different qualified Subcontractors for the required scopes of work. Our plan for recruiting local Vendors will involve proactive outreach through our current Subcontractor community. We have an **EXPANSIVE** list of prequalified Vendors that we can filter through and solicit to specific organizations in the area of that JOC project. With our wide range of experience in Job Order Contracts, we understand the need to prioritize these partnerships and will continue to recruit and contract local Subcontractors.

d. Describe how you would use local subcontractors to accomplish the work.

We carefully follow local market trends and take an active role in promoting the Job Order Contract method all over the state. As further described in our subcontractor selection plan, we maintain an extensive list of local Subcontractors and actively seek to include these locally based Vendors in all of our proposals. SD Crane Builders will also use local Owner preferred Subcontractors as necessary.

e. How will you ensure acceptable quality for work performed by subcontractors?

SD Crane Builders will have a rigorous quality control procedure implemented for all awarded JOC projects, ensuring only **EXCEPTIONAL QUALITY WORK**. This starts in the selection process of our Subcontractors in preconstruction. Partnering with high standard Vendors is essential to quality work performed.

Upon receiving approval of the project, the Operations Team will create the subcontract documents. Once subcontract agreements are distributed, we will begin collecting submittals immediately. The Project Team will review these carefully, verifying accurate information was presented. Once the submittal is approved by the Owner, we will then release the Subcontractor to order material. Verifying correct submitals and materials assists in the quality work performed once on site.

Once construction mobilizes, the Project Superintendent will be on site daily to inspect all performed work. The Superintendent will conduct meetings with each Subcontractor to discuss their scopes and execution methods to ensure only **QUALITY MEASURES** are taken.

f. How will you address controversies and claims related to work performed by subcontractors?

Addressing controversies and claims relies on accurate and reasonable contract documents. Our assigned Preconstruction Team and Operations Team will meet to review all project documents prior to sending agreements to the selected Subcontractors. These documents detail scopes of work that include material quantities, schedule dates to meet, and safety requirements once on site. All project plan pages and specifications are recorded in the contract documents and must be acknowledged.

Should challenges surface during a project, whether with a Subcontractor or construction related matters, we will prioritize reviewing our agreed upon documentation. Providing clear instructions to our Subcontractors is critical and we ensure clarity by communicating our expectations early.

Throughout all JOC projects, our proactive approach will involve consistent monitoring and resolution of any issue before it escalates into a potential claim. At SD Crane Builders, our commitment to open communication and proactive resolution aims to promptly and effectively mitigate controversies and claims.

g. Provide other pertinent information that will help Mohave evaluate your subcontractor management capabilities.

SD Crane Builders provides all Subcontractor quote back up when submitting proposals. We will submit 3 Subcontractor bids per trade and can contract Owner preferred Vendors as necessary.

h. Provide a list, including firm name, location, and current license number, for subcontractors your firm currently uses.

Please see the below list of Subcontractors we have strong working relationships with. This list does not include all trades or all Subcontractors we currently use.

TRADE/SERVICE	FIRM NAME	LOCATION	CURRENT LICENSE NO.
Demolition	OCM LLC	Buckeye, AZ	ROC 276190
Civil/Utilities	Complete Earthworx	Cortaro, AZ	ROC 318634
Grading/Asphalt	Hurley Contracting	Star Valley, AZ	ROC 297309/150248
Landscaping	Westar Environmental	Queen Creek, AZ	ROC 151410
Concrete	Monroy Construction	Litchfield Park, AZ	ROC 246652/320183
Concrete	Summit Construction Company	Flagstaff, AZ	ROC 330471
Masonry	Stone Cold Masonry	Phoenix, AZ	ROC 142638
Roofing	Progressive Roofing	Phoenix and Tucson, AZ	ROC 073961
Flooring	Sun Country Floors	Mesa, AZ	ROC 097224/070109
Drywall	Design Drywall West	Tempe, AZ	ROC 339524
Painting	Riddle Painting	Phoenix and Tucson, AZ	ROC 084296
Mechanical	Xpress Air	Glendale, AZ	ROC 305396
Mechanical	Excel Mechanical	Tucson, AZ	ROC 096704/096695
Plumbing	Tek Star Plumbing & Mechanical	Phoenix, AZ	ROC 091087/091078
Plumbing	Excel Mechanical	Tucson, AZ	ROC 096704/096695
Electrical	AJP Electric	Phoenix, AZ	ROC 101196/101195
Electrical	Phil Stratton Electric	Snowflake, AZ	ROC 187375/187374
Fire Protection	Fox Fire Protection	Mesa, AZ	ROC 330118

i. For firms who self-perform and do not subcontract work, provide your confirmation that any future subcontracts shall follow the requirements specified in the subcontractor management plan noted above. Mohave may request a copy of your plan prior to allowing subcontracting under an awarded contract.

SD Crane Builders does not typically self-perform any work, but we are able to if it is in the best interest of the Owner. On the occasion when SD Crane Builders does self-perform work, we can confirm that we will follow the requirements specified in the Subcontractor management plan and verify that our Team is meeting all requirements of the Mohave Job Order Contract.

9) Describe your Safety Plan.

a. Provide a current letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and signed by an appropriate individual employed by the insurance company.

Please see our Workers' Compensation Experience Modification Rate (EMR) for the past three years on page 95.

b. If your EMR is greater than 1, what actions will you take to lower it?

SD Crane Builders current EMR is not greater than 1.

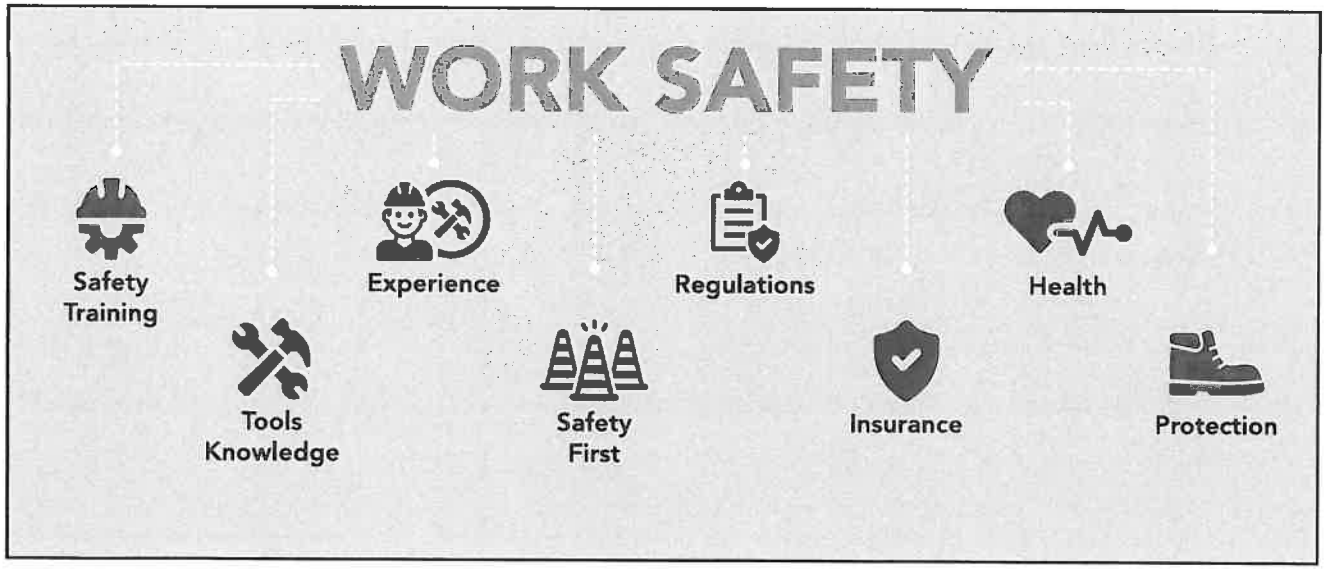
c. Describe your firm's safety oversight. Do you have a safety manager?

SD Crane Builders' safety oversight is managed by our General Superintendent and Safety Manager: Tom Adamcik. He is responsible for overseeing the entire Field Team and strictly enforcing safety on all projects.

The following are included in our safety oversight protocols:

PLANNED INSPECTIONS by the SD Crane Builder's Team and Tom Adamcik (General Superintendent) prior to mobilization.

UNPLANNED INSPECTIONS by Tom Adamcik (General Superintendent) are conducted to spot check OSHA requirements, compliance to company policies, and any job specific safety plans that may be in place.



JOB HAZARD ANALYSIS (JHA) is performed to identify any and all hazards. Specific requirements are then developed and implemented to assure safe completion of the project. Also included within our safety oversight plan, is our weekly "tool box" meetings. Each week, the Superintendent will hold a mandatory safety meeting on site to discuss the safety measures in place. In order to ensure that our meetings are focused on the immediate scope of work, we conduct a three part hazard identification process that involves the Estimator, Project Manager, Project Superintendent, and Tom Adamcik (General Superintendent). Prior to mobilization, any and all safety precautions needed to be identified for that particular scope of work will be discussed and a "tool box" meeting topic will be developed.

d. Describe the safety training used by your firm and provide a copy of your firm's safety training program.

CONSTRUCTION SAFETY IS OF THE UTMOST IMPORTANCE TO SD CRANE BUILDERS.

We strictly enforce our safety training program used by our firm with our Subcontractors and Suppliers. We believe that early discovery of potential safety challenges is the foundation for accident prevention. All of our Subcontractors, Suppliers, and Vendors are contractually bound to adhere to our safety program. All of our Project Managers and Superintendents hold OSHA-30 Hour certifications.

In addition to each Subcontractor being contractually bound to our safety program, all Subcontractors are required to provide Safety Data Sheets (SDS) on each project. We keep these sheets on the job site with the Superintendent, as well as on file at the office.

All on site personnel are required to wear Personal Protective Equipment (PPE) at all times. SD Crane Builders will post signs detailing required safety equipment and prohibited behaviors. Any Subcontractor, Supplier, or Vendor caught in defiance of these requirements will be immediately removed from the project site.

Please see SD Crane Builders' Safety Training Program beginning on page 109.

> ***"SD Crane Builders has not only provided exceptional services, but they have also demonstrated that they have the resources, expertise, and staffing necessary to provide complete customer care at Mesa Public Schools."***
>
> *– Karen Fleetwood,*
> *Procurement Specialist Supervisor, Mesa Public Schools*

WORKERS COMPENSATION EMR LETTER

ADP IA
Automatic Data Processing
Insurance Agency, Inc.

March 9, 2023

SD Crane Builders, INC.
1215 W. Rio Salado Pkwy #109
Tempe, AZ 85281

RE: Workers Compensation Experience Modification Factor

To Whom It May Concern:

Per the National Council of Compensation Insurance, Inc., (NCCI), please accept this letter as evidence of the Experience Modification Factors for the last three policy years for SD Crane Builders, Inc., are as follows:

Year	Modification
2020/21	.89
2021/22	.90
2022/23	.88

Very truly yours,

Nancy M. Murin

Nancy M. Murin
Vice President
Automatic Data Processing Insurance Agency, Inc.

1 ADP Blvd. Roseland, NJ 07068
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SDCRANE-01 WWARNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/26/2024

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

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

PRODUCER The Mahoney Group - Phoenix 20333 North 19th Avenue, Suite 200 Phoenix, AZ 85027	CONTACT NAME: PHONE (A/C, No, Ext): (623) 215-1300 FAX (A/C, No): (623) 215-1333 E-MAIL ADDRESS:
INSURED SD Crane Builders, Inc. 1215 W. Rio Salado Pkwy #109 Tempe, AZ 85281	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Phoenix Ins. Company — 25623 INSURER B : The Standard Fire Ins Co — 19070 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : Undrs at Lloyd's & Companies — 022616 INSURER E : Palomar Excess and Surplus Insurance Company — 16754 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	DTCO3X693978PHX23	11/8/2023	11/8/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	8103X6903982326G	11/8/2023	11/8/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0	X		CUP3X6959352326	11/8/2023	11/8/2024	EACH OCCURRENCE AGGREGATE General Aggrega	$ 10,000,000 $ $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D	Professional			B0621PSDCR000223	11/8/2023	11/8/2024	Errors & Ommissions	2,000,000
E	Cyber Coverage			PLMCBSKDLCLMER002	11/8/2023	11/8/2024	Aggregate Limit	1,000,000

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

Certificate Holder is included as additional insured in regards to the General, Auto and Excess Liability Policies, including completed operations coverage, if required or agreed to in a written contract subject to all provisions and limitations of the policy.

A Waiver of Subrogation in favor of the Additional Insured, if required or agreed to in a written contract, applies to the General and Auto Liability Policies, subject to all provisions and limitations of the policy.

General and Auto Liability Coverage is Primary & Non-Contributory, if required or agreed to in a written contract, subject to all provisions and limitations of SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Mohave Educational Services Cooperative
Attn: Mike Nentwig
211 N 7th St.
Kingman, AZ 86401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: SDCRANE-01 WWARNER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
The Mahoney Group - Phoenix		SD Crane Builders, Inc. 1215 W. Rio Salado Pkwy #109 Tempe, AZ 85281
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
the policy.

A Per Project Aggregate applies to General Liability, subject to all provisions and limitations of the policy.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/26/2024

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

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

PRODUCER
Automatic Data Processing Insurance Agency, Inc.
1 Adp Boulevard
Roseland NJ 07068

CONTACT NAME: Automatic Data Processing Insurance Agency, Inc.
PHONE (A/C, No, Ext): 1-800-524-7024 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Carolina Casualty Insurance Company	10510
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SD Crane Builders, Inc
1215 W. Rio Salado Pkwy #109
Tempe AZ 85281

COVERAGES **CERTIFICATE NUMBER:** 3814625 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	N	BNUWC0161726	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job Reference: Contract Solicitation 24B-0711

CERTIFICATE HOLDER
Mohave Educations Services Cooperative, Inc, Attn: Michael Nentwig
211 N. 7th St.
Kingman AZ 86401

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

AUTHORIZED REPRESENTATIVE

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Technical Proposal
Supporting Contract Documents
Firm Information, Order Processing, Individual Contact, and Customer Support Information
(Place after Tab 4a)

1. Contact information for firm's headquarters:

   Physical Address 1215 W. Rio Salado Pkwy. #109 Tempe, AZ 85281

   Mail Address, if different NA

   Main Phone Number 480-832-1777

   Website www.sdcranebuilders.com

2. Contact information for firm's Arizona branch office:

   Physical Address 1215 W. Rio Salado Pkwy. #109 Tempe, AZ 85281

   Mail Address, if different NA

   Main Phone Number 480-832-1777

   Website, if different www.sdcranebuilders.com

   Add additional contact information if firm has more than one Arizona branch office.

3. Contact information for purchase orders:

   Physical Address 1215 W. Rio Salado Pkwy. #109 Tempe, AZ 85281

   Email Address lbrowning@sdcranebuilders.com

   Attention of Lara Browning

4. Payment remittance address 1215 W. Rio Salado Pkwy. #109 Tempe, AZ 85281

   Attn: Lara Browning

   City Tempe State AZ Zip 85281

   Telephone (invoice questions) 480-832-1777

5. Provide Arizona Transaction Privilege (sales) Tax License Number: 36-4496505

   Do you collect city, county and/or other local sales tax in Arizona? *Yes* X *No* ___

   If yes, please check one:

   ☐ Our combined state, city, county and/or other local sales tax rate is ___% (local rate).

   ☒ The sales tax rate varies by the location (e.g., ship to rate). Provide additional information below:

   SD Crane Builders sales tax rate varies by the location of work performed. In the city and counties we perform work, the current sales tax rate varies from 6.1% to 10.712%. For our open book MRRA projects, SD Crane Builders does not collect sales tax, our Subcontractors pay city and county taxes at the time of material purchase.

6. Acceptance of Pcard/credit cards for Payment:

   Will you accept Pcard/credit cards as a method of payment? Yes _____ No X

Technical Proposal
Supporting Contract Documents
Firm Information, Order Processing, Individual Contact, and Customer Support Information
(Place after Tab 4a)

7. Contacts for Mohave:

Main Mohave representative contact: Keith Burns
(Shall be the main point of contact for members and be responsible for member information requests.)
Title Director of Construction Email address kburns@sdcranebuilders.com
Phone number 480-832-1777 Fax 480-832-1798

Contract Administrator contact: Lara Browning
(Shall be the main point of contact for contract information requests.)
Title Director of Administration Email address lbrowning@sdcranebuilders.com
Phone number 480-832-1777 Fax 480-832-1798

Accounting contact: Lara Browning
(Shall be the main point of contact for accounting issues.)
Title Director of Administration Email address lbrowning@sdcranebuilders.com
Phone number 480-832-1777 Fax 480-832-1798

Open Order/Status Report contact: Lara Browning
(Shall be the main point of contact regarding open orders and status reports.)
Title Director of Administration Email address lbrowning@sdcranebuilders.com
Phone number 480-832-1777 Fax 480-832-1798

Audit contact: Lara Browning
(Shall be the main point of contact for audit requests and clarifications.)
Title Director of Administration Email address lbrowning@sdcranebuilders.com
Phone number 480-832-1777 Fax 480-832-1798

Reconciliation contact: Lara Browning
(Shall be the main point of contact for reconciliation report requests and/or clarifications and payment of administration fees.)
Title Director of Administration Email address lbrowning@sdcranebuilders.com
Phone number 480-832-1777 Fax 480-832-1798

Escalation contact: Steven D. Crane
(Shall be the main point of contact when an issue needs to be escalated above the main contact and/or contract administrator for the RFP/contract. ***This contact shall be a different individual than those named for the contacts listed above and who is authorized to make decisions for the firm.)***
Title President/CEO Email address scrane@sdcranebuilders.com
Phone number 480-832-1777 Fax 480-832-1798

Technical Proposal
Supporting Contract Documents
Firm Information, Order Processing, Individual Contact, and Customer Support Information
(Place after Tab 4a)

Provide the requested customer support information for warranty and maintenance service offered by your firm, as applicable.

Do you provide warranty and maintenance for the items in the proposal?

☒ **Yes,** the following is applicable to our offer. (If yes, please provide the information below.)

☐ **No,** the following is not applicable to our offer.

Describe the steps a member should take to activate a warranty and how they obtain warranty and maintenance service.

To activate a warranty request, please contact the Project Manager or the office at 480-832-1777. Upon the verification of a current project warranty, a site visit will be scheduled to view the work requested and to create a detailed scope of work. Once the scope of work is agreed upon by the Owner and SD Crane Builders, we will schedule the Subcontractor to complete the work.

Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. Additionally, provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

SD Crane Builders - address: 1215 W. Rio Salado Pkwy. #109 Tempe, AZ 85281
Contact: Tom Adamcik, 480-832-1777

Do you provide technical assistance via phone? ☐ Yes ☒ No If yes, provide a phone number and contact.

How many technicians are located at each warranty/service facility that would serve a Mohave contract?

We have 16 Superintendents located around the state to respond to warranty needs. We have relationships with multiple Subcontractors within each trade that we can contact for warranty service.

What is the value of parts inventory normally on hand at each warranty/service facility that would serve a Mohave contract?

SD Crane Builders does not self-perform. We don't have any parts on hand, our Subcontractors carry parts inventory for their trade.

What is your service response time for metropolitan areas (e.g., Phoenix, Tucson) and rural areas?

Our response time is within 24 hours or as soon as possible depending on the scope of work.

Technical Proposal
Supporting Contract Documents
Sample Supplemental or End-User Agreement(s)
(Place after Tab 4b)

Will members be required to sign supplemental or end-user agreements (sales, maintenance)? (See **3.1 Contract vendor documents** in the Special Terms and Conditions)

☐Yes ☒No

If yes, review/revise your agreement(s) for terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is thirty (30) days.

Agreements **shall not** include:

- Terms beyond one year;
- Waiver of right for a jury trial;
- Requirement of upfront payment by member when purchase order is placed;
- Entire agreement language (Entire agreement language may be allowed, if the following is included in a revised agreement "Terms and Conditions of RFP 24B-0711, and member purchase order);
- Auto-renewal language.

Attach your reviewed/revised agreement(s). **Unacceptable agreement(s) may render your proposal nonresponsive.**

Technical Proposal
Instructions to Offeror and Checklist Form
(Place after Tab 5a)

From evaluation of responses to RFQ 24B-0711 and in accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(C), A.R.S. §34-604 (F)(2) and §41-2579(F)(2), your firm has received this Request for Proposal. **Review this document in its entirety to make sure you fully understand the products and services that we are requesting.** Please do not assume a particular form, section, specification or requirement does not, or should not, apply to you. Contact Mohave at contracts@mesc.org with questions.

We have included this checklist to assist you in preparing your response. Follow each step, placing the required information in your response binder in the proper place. **All of the items listed below are required.** Initial next to each item to indicate completion.

SDC **Step ONE:** Read and understand the document. Your firm is responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to contact the Contract Specialist as shown on page 1 for clarification on any items contained in this solicitation.

SDC **Step TWO: One (1) original and a complete electronic version (scanned.pdf) of your offer shall be submitted in separate three-ring loose-leaf binders in the format detailed below.** The technical proposal shall contain all specifications, and any other information required by the solicitation. Include two (2) USB, or similar electronic media device containing electronic copies of your submitted documents with the binder.

All proposals must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand; however, writing shall be legible.

SDC **Step THREE:** The technical proposal shall be organized and presented in the order as specified below, with separate tabs and sub-tabs (e.g., 1a, 1b) and dividers.

SDC **Step FOUR: Refer to page 6, Tab 3 (Price Proposal).**

SDC **Step FIVE:** Confirm that the proposal is complete and signed on page 2 by an authorized representative.

SDC **Step SIX:** Keep a complete copy of your proposal for your records.

SDC **Step SEVEN:** Proposal shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation. Proposals must be in the actual possession of Mohave on, or prior to, the exact time and date set for proposal opening.

Tab and Sub-tab Arrangement

Tab 1: Offer and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents, Anti-Lobbying Certificate, USDA Form AD-1048

SDC **Tab 1a** – The **required signed** *Offer and Acceptance Form* is placed after Tab 1a.

Failure to sign the Offer and Acceptance Form shall render technical proposal non-responsive.

SDC A copy of suspension or debarment letter (if applicable) is placed after Tab 1a.

SDC A copy of the *Confidential/Proprietary Submittal Form* is placed after Tab 1a.

SDC **Tab 1b** – Signed amendments, if any, are placed after Tab 1b.

SDC **Tab 1c** – A complete copy of the General Terms and Conditions and Standard Terms and Conditions for Construction is placed after Tab 1c.

SDC A completed copy of the *General Terms and Conditions and Standard Terms and Conditions for Construction Acceptance Form* is placed after Tab 1c. Any exceptions/deviations to the General Terms and Conditions and Standard Terms and Conditions for Construction are noted and explained.

SDC **Tab 1d** – A complete copy of the Special Terms and Conditions is placed after Tab 1d.

Technical Proposal
Instructions to Offeror and Checklist Form
(Place after Tab 5a)

JDC A completed copy of the *Special Terms and Conditions Acceptance Form* is placed after Tab 1d. Any exceptions/deviations to the Special Terms and Conditions are noted and explained.

JDC **Tab 1e** – A complete copy of the Scope of Work is placed after Tab 1e.

JDC A complete copy of the Specifications with compliance, deviation, or no bid noted for each item is placed after Tab 1e.

JDC A completed copy of the *Scope of Work and Specifications Acceptance Form* is placed after Tab 1e. Any exceptions/deviations to the Scope of Work and Specifications are noted and explained.

JDC **Tab 1f** – The original bid bond/alternate bid security **(as detailed in the Special Terms and Conditions 1.1. Bid Bond)** in the amount of $100,000 is placed after Tab 1f.

JDC Your current single job and aggregate bonding capacity information **(see Special Terms and Conditions 1.2 Bonding Capacity)** as required is placed after Tab 1f.

Failure to submit the original bid bond/alternate bid security and bonding capacity letter shall render your technical proposal nonresponsive.

JDC **Tab 1g** – A completed copy of the *Anti-Lobbying Certificate Form* is placed after Tab 1g.

JDC A copy of OMB standard form LLL, *Disclosure of Lobbying Activities* is placed after Tab 1g.

JDC **Tab 1h** – A completed copy of *U.S. Department of Agriculture Form AD-1048* is placed after Tab 1h.

JDC Explanation from any prospective lower tier participant that is unable to certify to any of the statements in the certification is placed after Tab 1h.

JDC **Tab 1i** – A completed copy of the *EDGAR Certification* is placed after Tab 1i.

Failure to complete and submit the Anti-Lobbying Certificate (Tab 1g), USDA Form AD-1048 (Tab 1h), and the EDGAR Certification (Tab 1i) shall render your technical proposal nonresponsive.

Tab 2: Primary Vendor Information

JDC **Tab 2a** – A complete response to the Method of Approach pages is placed after Tab 2a.

JDC **Tab 2b** – A complete response to the Qualification and Experience pages is placed after Tab 2b.

JDC Evidence of current Arizona contractor's license(s) is placed after Tab 2b.

JDC **Tab 2c** – A completed Past Performance and Management Plans are placed after Tab 2c.

JDC **Tab 2d** – A current certificate or certificates of insurance **(see Special Terms and Conditions 5.1 Certificate of Insurance)** is placed after Tab 2d.

JDC **Tab 2e** – Financial information (statement from financial institution or letter of credit) is placed after Tab 2e.

Tab 4: Supporting Contract Documents

JDC **Tab 4a** – Completed Firm Information, Order Processing, Individual Contact Information, and Customer Support Information for warranty and maintenance service is placed after Tab 4a.

JDC **Tab 4b** – Sample Supplemental or End-User Agreement(s) (if applicable) are placed after Tab 4b.

Tab 5: Additional Information

JDC **Tab 5a** – Completed *Instructions To Offeror and Checklist Form* is placed after Tab 5a.

JDC **Tab 5b** – Descriptive literature, and any other supporting printed data are placed after Tab 5b.

Tab 6: (Reserved for your Request for Qualifications response after contract award)

Technical Proposal
Instructions to Offeror and Checklist Form
(Place after Tab 5a)

Price Proposal

Tab 3: Price Proposal (Reserved for Price Proposal Documents after contract award)

Step FOUR: Submit one (1) copy of your Price Proposal. Price proposal shall be completed and submitted as indicated below:

Price proposal shall be submitted as a separate sealed envelope clearly marked, "Price Proposal". Your sealed price proposal shall be included with your sealed response to RFP 24B-0711.

A paper copy of your price proposal, pages 34 and 35, **shall** be included in your separate sealed envelope or package. Include two (2) USB, or similar electronic media device containing electronic copies of your entire price proposal, your price schedules, and any additional requested price information **shall** be in your separate sealed envelope or package.

Failure to submit all price proposal information in a separate, sealed envelope clearly marked "Price Proposal" shall render your entire technical proposal nonresponsive.

> *SD Crane is a top tier contractor. They have delivered multiple project for us – all within budget and on time."*
>
> – Doug McCarthy
> Director of Facilities Planning & Development,
> Maricopa County Community College District

WHY SD CRANE BUILDERS

WE ARE A JOC CONTRACTOR | We are **CURRENTLY ON THE MOHAVE CONTRACT** and have 64 projects delivered using the Mohave JOC. We have over 20 years of JOC experience and are currently managing 12 Job Order Contracts. Our expertise is in Job Order Contract projects, constructing 2,042 projects and counting.

SPECIALIZED PROJECTS I SD Crane Builders is an **EXPERT** in completing projects in secured facilities such as airports, correctional facilities, and government buildings all around Arizona. We have not only worked with all state agencies, but with various cities, towns, and counties. We are currently the **TOP PERFORMING CONTRACTOR** on the State of Arizona JOC and have vast experience in government buildings that require special background checks and clearance.

EDUCATION PARTNERS I We have partnered with **34 SCHOOL DISTRICTS** and have completed **OVER 450 EDUCATIONAL JOC** projects. Of our current 12 Job Order Contracts, 7 of them are educational. We understand the different procurement methods a school may have based on the project funding such as federally funded or School Facilities Board funded. Due to our vast experience, there is **NO LEARNING CURVE** for us.

CUSTOMER SATISFACTION | The cornerstone of our mission statement is **"THE JOB IS NOT COMPLETE UNTIL THE CUSTOMER IS 100% SATISFIED."** This starts in preconstruction and continues all the way through the warranty period. SD Crane Builders stands behind all our work and we are ready to start immediately.

PROVEN TRACK RECORD | Our fail-safe construction management process gives us a proven track record of consistently delivering projects **ON TIME** and **WITHIN BUDGET**. We will use these same best practices to ensure the project requirements are all met while using the Mohave JOC.

JOB ORDER CONTRACTING IS WHAT WE DO BEST!

> *Many thanks for all the time and efforts invested in getting this together for us. The SD Crane response and turn-around time has indeed been impressive throughout."*
>
> – Judy Swartz,
> Manager, Facilities Services, Arizona State University

SD CRANE
BUILDERS, INC.

Safety Program

1215 W Rio Salado Pkwy
Suite 109
Tempe, AZ 85281

SAFETY POLICIES

SD Crane Builders, Inc.

1215 W Rio Salado Pkwy
Suite 109
Tempe, AZ 85281

Phone # 480-832-1777

Effective March 20, 2020

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Effective March 20, 2020

List of Referenced Company Personnel or Agents

Safety Representative – Tom Adamcik ;
tadamcik@sdcranebuilders.com

SD CRANE BUILDERS, INC.

SAFETY POLICIES

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SD CRANE BUILDERS INC.

SAFETY POLICIES

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SD CRANE BUILDERS INC.

TO: ALL EMPLOYEES, SUBCONTRACTORS, SUPPLIERS AND CUSTOMERS OF THE COMPANY

RE: SAFETY POLICIES AND PROCEDURES

****

The safety of our employees, subcontractors, suppliers and customers is a priority at SD Crane Builders, Inc., hereinafter referred to as "the Company". Compliance with our safety policies and procedures is not an option, but a requirement of doing business with the Company. Safety requires the cooperation of all people associated with our projects. The following written policy governs all operations of the Company:

It is a condition of employment with the Company that all employees comply with the requirements of this policy, as well as the safety rules, instructions and procedures issued by the owners, city, state, county and federal governments. Failure to do so will result in disciplinary action.

It is a requirement of all subcontracts and purchase orders issued by the Company that this safety policy, as well as the safety rules, instructions and procedures issued by the owners, city, state, county and federal governments is complied with. Failure to do so is a breach of contract terms.

All visitors to any company operations including suppliers, owner's representatives, agents of the architect or engineer, regulatory authorities and insurance company representatives shall be required to follow all safety rules and regulations in effect during their visit.

Safety is the responsibility of all of us. The Safety Staff, Safety Consultants, Project Managers, supervisors and all employees have the full support of management in enforcing the provisions of this policy.

It is the Company's expectation that if you are a member of the project team, that you will be supportive of the safety culture of the Company. There will be no compromising on safety.

Sincerely,

Steve Crane
Founder/Owner

Section 1 – COMPANY SAFETY COMMITMENT

See Attachment 17" Incident Report Form"

In order for a safety program to be effective, it is vital that rules be established, monitored by responsible individuals and implemented at all levels of employment.

MISSION STATEMENT

It is the mission of the Company to provide a safe and healthful work environment for all workers on the workplace, to comply with all requirements and/or intent of federal and state rules and regulations.

PURPOSE

The Company's safety philosophy provides a guiding vision and general policy by which we conduct business and safety together every day. This philosophy is a statement of the ideals that the Company is striving to achieve in safety.

COMPANY SAFETY COMMITMENT

We believe that the safety of our employees is of the utmost importance, along with quality, production, customer satisfaction and cost-control. Maintenance of safe operating procedures at all times is of both monetary and human value, with the human value being far greater to the Company, the employee and the community. The following principles support this philosophy:

1. All injuries and incidents are preventable through establishment and compliance with safe work procedures.

2. The prevention of bodily injury and safeguarding of health are the first considerations in all work site actions and are the responsibility of every employee at every level.

3. These written safety plans describe the safe work practices and procedures to be practiced in the warehouse, shop, construction yards and at all work sites. They are an essential element of the overall Company's safety program.

4. All employees at every level are responsible for knowing and following the safety practices contained and described in this written safety plan.

5. Although the Occupational Safety and Health Administration (OSHA) have charged the Company with the responsibility to provide each employee a safe and healthy place to work, the employee's personal safety is his/her responsibility alone.

6. All employees should be similarly safe and demonstrate awareness of potential hazards both on and off the job.

COMPANY RESPONSIBILITY TO PROVIDE A SAFE WORK ENVIRONMENT

It is the policy of the Company to provide a place of employment reasonably free from hazards, which may cause illness, injury or death to our employees, subcontractor's, and all other people that may be in a Company work environment.

It is also the Company's policy to establish an effective and continuous safety program incorporating educational and monitoring procedures maintained to teach safety, correct deficiencies and provide a safe working environment.

All company and subcontractor supervisors and employees including the competent person are responsible for the enforcement of safety policies and practices. They must ensure that:

1. The employees under their charge are trained in the appropriate safety procedures, including chemical-specific training as required. Individual safety files are maintained at the business office for all employees.

2. They must follow the procedures outlined in the Incident Protocol (Attachment 21) if an incident or work-related injury or health problem occurs in their area of responsibility.

3. Equipment and property within their area of responsibility is maintained in a safe and hazard-free condition.

EMPLOYEE RESPONSIBILITY TO FOLLOW SAFETY RULES AND WORK SAFELY AT ALL TIMES

All employees have a responsibility to themselves, their families and to the Company for their safety and the safety of their coworkers. All employees are required to:

1. Comply with all federal, state, and local rules and regulations relevant to their work.

2. Observe all company rules and regulations related to the efficient and safe performance of their work.

3. Integrate safety into each job function and live by this philosophy in the performance of their job duties.

4. Report and/or correct unsafe equipment and work practices.

5. Report any incidents, near misses and/or injuries that occur while on the job to their competent person immediately.

The Company heads up the overall safety-program and is responsible for:

1. Developing, completing, and filing all necessary documentation and/or reports to meet local, state and federal reporting and record keeping requirements, and working with local and state agencies as needed.

2. The reporting of all injuries and illnesses to our Insurance carrier upon notification, and the monitoring of those injuries and illnesses.

3. The development and maintenance of this safety program.

4. The development and maintenance of the company's safety training program.

5. Representing the Company at all functions as necessary to maintain good will and professionalism.

6. Monitoring site safety audits of all active job-sites.

7. Conducting an orientation for new employees prior to their starting work.

8. Ensure that all Company safety equipment is maintained in good operating order and, that all employees are issued and trained in how to use that safety equipment properly.

COMPETENT PERSON'S RESPONSIBILITY TO RECOGNIZE AND PENALIZE VIOLATORS OF SAFETY POLICIES

The competent person is directly responsible for the enforcement of all company safety policies and practices at the Company. They must ensure that the employees under their direct supervision are trained in appropriate safety practices and procedures, and that they follow safe acceptable work practices at all times in their daily work.

If an employee is found to be violating safe work practices or procedures, the competent person is responsible for the disciplining of the employee and reinforcing the correct method of work. Discipline will depend on the severity of the safety rule infraction, and can range from a verbal reprimand or warning to suspension or even dismissal. (See explanation of penalty system for noncompliance with company rules and policies found on page 11.)

INTENT TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS

The Company will comply with all appropriate safety, security laws and regulations such as those established by:

- The Occupational Safety and Health Administration (OSHA)

- The Environmental Protection Agency (EPA)

- The Department of Transportation (DOT)
- And all applicable City, County and State safety and health regulations.

POLICY STATEMENT FOR THE RETURN-TO-WORK PROCESS

The Company is committed to providing and promoting a safe and healthy workplace for our employees and all subcontractors. Preventing incidents, injuries and illnesses is our primary objective.

When an employee is injured on the job, the Company will use our return-to-work process to assist the employee in returning to work as soon as medically feasible. We will arrange for immediate, appropriate medical attention for employees who are injured on the job. We will attempt to create opportunities for them to return to a safe, transitional work assignment as soon as medically possible.

The process may have different names (return-to-work program, modified work program, transitional work); however, our goal remains the same—to return injured employees to safe work.

Our ultimate goal is to return our injured employees to their original jobs. If an injured employee is unable to perform all the tasks for the original job, the Company will make every effort to provide a transitional work assignment that meets the injured worker's capabilities.

The success of this process involves the combined efforts of management, employees and our workers' compensation insurance carrier.

Return-to-Work Process and Procedures

The following is the Company's return-to-work process.

1. The incident occurs.
2. The employee involved immediately reports the incident (and injury) to the competent person.
3. If the employee is injured, determine the level of injury and provide for appropriate medical treatment (first aid, occupational/industrial health clinic, urgent care, or emergency care).
4. If the injury is life threatening or critical, initiate emergency medical treatment (call 911 or provide CPR as appropriate).
5. If the injury is not life threatening send the injured employee to one of the Company's designated Preferred Care Network (PCN) providers or occupational health clinic for an evaluation and/or treatment. Conduct post-incident drug and alcohol testing (within 24 hours of first report).

6. If the injury occurs after clinic hours, contact the clinic and speak with the physician on call for triage assistance and guidance. Make arrangements for drug and alcohol testing (within 24 hours of first report). Have the injured worker follow-up with the occupational health clinic the next business day.

7. Conduct a thorough incident investigation to determine the cause of the incident and complete a Company Investigation Report and/or a Company Incident Report Form.

The Business Office will:

1. Obtain the opinion of the evaluating/treating physician on the injured employee's ability to return to work, and forward all required information to the competent person.

2. Review the work status of the injured employee with the competent person.

3. The Business Office will inform the claims adjuster of the work status.

4. If released to return to regular work, return the injured employee to his or her pre-incident position and tasks.

5. If the employee is released to return to work with restrictions, the Business Office will determine if the injured employee is able to return to his/her pre-injury position and tasks without accommodations.

6. Determine what the work schedule will be, what the rate of pay will be, to whom the injured employee will report and period of transitional work assignment. These expectations will be communicated to the injured employee. The injured worker will sign a Modified Duty Letter and a copy of this will remain in the Business Office for future reference.

7. The Business Office will notify the competent person if the injured employee refuses a transitional work assignment.

8. The injured employee's work status will be reviewed after each evaluation by the treating physician to determine appropriate level of transitional work tasks.

EXPLANATION OF THE PENALTY SYSTEM FOR NONCOMPLIANCE WITH COMPANY POLICIES AND PROCEDURES

Upon violation of any company safety rule or policy, the violating employee shall be disciplined accordingly. Below is a list of possible disciplinary actions, depending on the severity of the incident, any or all of these steps may be skipped and the employee's services terminated immediately.

1. **Written Reprimand** - A written form documenting the safety misconduct shall be presented to the employee and placed in the employee's personnel file.

2. **Suspension** - A period of time for which the employee is removed from the work place and not allowed to attend work for a specified amount of time, during which he/she is not paid.

3. **Dismissal/Termination of Employment** - The permanent separation of an employee from the company, initiated for disciplinary reasons or safety misconduct.

The severity of the penalty will be in direct correlation to the severity of the safety violation. Injury or damage is not a necessary constituent to warrant disciplinary action. It is the violation of the rule/policy itself and not necessarily its end result that is the subject of the discipline.

Section 2 – General Safety Rules

1. Report all unsafe conditions to your competent person immediately.
2. Horseplay is prohibited.
3. All injuries must be reported to your competent person immediately, no matter how minor.
4. Personal protective equipment must be worn as prescribed for each job. (Hard hats, safety glasses, respirators, harness, lanyards, etc.).
5. Never use compressed air or other gases for blowing off or cleaning clothing or any part of your body.
6. Practice good housekeeping and orderliness. They are the first principles of safety.
7. Fighting on the job is prohibited.
8. Possession or use of intoxicants at the workplace is prohibited and employees reporting for work in an unfit condition will not be allowed to work.
9. Each employee will be adequately clothed. Minimum clothing for upper body is a "T" shirt with sleeves. No cut-offs or gym shorts allowed.
10. Use designated entrances and exits in going to and from jobs.
11. Warning signs and tags are for the protection of you and your fellow workers. Heed them.
12. Never remove warning or danger tags from any valve, switch or apparatus.
13. When working around excavators, cranes, trucks, or any other piece of heavy equipment, be sure that the operator sees you. Make eye contact.
14. Be alert to conditions in surrounding areas so you can avoid any dangers. Be aware of other employees and equipment.
15. Barricaded or roped off areas are considered to be danger zones. Stay out unless you are assigned to work in those areas.
16. Protect floor openings by providing adequate barricades or covers.
17. All employees have the responsibility to attend and take an active part in all safety-training meetings and read and abide by all safety materials made available to you.
18. Throwing or dropping materials from one area or level to another is prohibited unless every precaution is taken to eliminate the possibility of injuring persons or damaging equipment.
19. Riding or standing on equipment while it is in motion is prohibited.
20. Seat belts will be used at all times when operating equipment and driving or riding in any vehicle while on company business.
21. Sitting or standing on tailgates or bumpers while vehicles are in motion is prohibited.
22. Sitting under or leaning against heavy equipment or trucks while eating lunch or during breaks is not allowed.
23. Follow instructions on shoring of trenches to avoid danger to yourself or fellow workers. Collapsing soil can be fatal. Sides of trenches in unstable or soft material 5 feet or more in depth must be shored, shielded, sloped or supported.
24. Excavated soil and material must be stored at least two feet from edge of excavation.
25. Follow guidelines on the entry into confined spaces. Use the equipment you have been provided. Use a safety backup as instructed.
26. Smoking, open flames and sparks are prohibited within 50 feet of a flammable liquid or gas.

HOUSEKEEPING

1. All protruding nails must be pulled before wood is stacked or piled.
2. There is a place for everything – order is the fundamental ingredient to good housekeeping.
3. Rags, packing materials, paper cups, and sawdust shall be collected daily from saw areas.
4. All objects with sharp edges (scrap banding material, sheet metal scraps, and metal cans) must be placed in containers.
5. No glass containers will be allowed on the workplace.
6. Do not place debris and other obstacles in roadways, walkways, aisles, and other travel routes.
7. Keep sanitary facilities and drinking water stations clean; they are provided for your health and convenience.
8. Return all tools and equipment to the toolboxes or storage vans after use.

Section 3 - HAZARD COMMUNICATION / RIGHT-TO-KNOW

See Attachment 2 "List of Hazardous Materials"

PURPOSE

The Company will convey all known hazard information to the employees by means of labels on containers and Material Safety Data Sheets (MSDS).

Chemical manufacturers, importers, and distributors are required to label containers of hazardous chemicals. They will be labeled, tagged, or marked with the identity of the chemical, appropriate hazard warnings, along with the name, address of the manufacturer, importer, or other responsible party.

In the workplace each container must be labeled, tagged, or marked with the identity of hazardous chemicals contained therein, and must show hazard warnings appropriate for employee protection. The hazard warning can be any type of message, words, pictures, or symbols that provide at least general information regarding the hazards of the chemical(s) in the container and the targeted organs affected, if applicable. Labels must be legible, in English (plus other languages, if desired), and prominently displayed.

At no time shall any employee of the Company use any chemical that is not properly labeled.

Exemptions to the requirement for in-plant individual container labels are as follows:

1. Employers can post signs or placards that convey the hazard information if there are a number of stationary containers within a work area that have similar contents and hazards.

2. Employers can substitute various types of standard operating procedures, process sheets, batch tickets, blend tickets, and similar written materials for container labels on stationary process equipment if they contain the same information and the written materials are readily accessible to employees in the work area.

3. Employers are not required to label portable containers into which hazardous chemicals are transferred from labeled containers and that are intended only for the immediate use of the employee who makes the transfer.

WHAT ARE MATERIAL SAFETY DATA SHEETS (MSDS)

The MSDS is a detailed information bulletin prepared by the manufacturer or importer of a chemical that describes the physical and chemical properties, physical and health hazards, routes of exposure, precautions for safe handling and use, emergency and first-aid procedures, and control measures.

ELECTRONIC MATERIAL SAFETY DATA SHEETS

The Company will maintain a chemical inventory list of all hazardous chemicals known to be present in the work place. Material Safety Data Sheets will be maintained by the Business Office and distributed to each workplace. All new chemicals introduced to a workplace will be added to the chemical inventory list and notification will be sent to any affected workplace before it is used.

HAZARDOUS MATERIALS USED

See Attachment 2, List of Hazardous Materials, for a list of all hazardous chemicals used by the Company at the workplace.

If there are hazardous chemicals used for which no MSDS has been received, the competent person must contact the supplier, manufacturer, or importer to obtain the missing MSDS. A record of the contact must be maintained.

PROGRAM MONITORING PROCEDURES

The following recordkeeping system will be established and maintained concerning all aspects of the OSHA Hazard Communication standard:

1. Inventory: A file copy of all chemical inventories must be maintained. Each time the list is revised, an old and new copy must be maintained, reflecting effective dates, in the file. These records must be available and reflect a thirty-year history.

2. Monitoring: A complete history of industrial hygiene monitoring must be maintained and made available to employees upon request.

3. Training: All employees will receive "Right-to-Know" training on an annual basis. These training sessions will be documented and a permanent file maintained. Copies of all materials provided employees during a training session must be maintained in a permanent file.

4. Availability: A master copy of all MSDS for chemicals being used by the company will be maintained at the Business Office. In addition, MSDS for all chemicals being used on each workplace will be maintained in the job trailer for that site. In the event that there is no job trailer being used on a site, the book will be maintained in the supply locker or the competent person's truck, and will be kept accessible to all employees.

5. Hazardous Non-Routine Tasks: Periodically, employees will be required to perform hazardous non-routine tasks. Prior to starting work on such projects, each affected employee will be given information by his or her competent person about hazardous chemicals to which they may be exposed during such activity. This information will include:

    a. Specific chemical hazards
    b. Protective safety measures the employee can take
    c. Measures the company has taken to ensure employee safety.

GUIDE TO READING A MATERIAL SAFETY DATA SHEET

These are notes to help you understand the information on a data sheet. The items covered are in the same order as they appear on most MSDSs. Some information may differ as to organizational requirements.

PRODUCT IDENTIFICATION

This section contains general information related to the identification of the product. The product name or names, chemical family and information, Department of Transportation classification number, and the amount of leakage of the product that can occur before reporting the incident to the National Emergency Response Center, is located here.

WARNING STATEMENTS

These include a signal word (Danger, Warning, or Caution) plus a description of harmful effects from exposure. Example: May cause eye damage and irritation to skin.

PRECAUTIONARY MEASURES

These are instructions on how to avoid injury from harmful effects. Example: Avoid contact with skin.

EMERGENCY FIRST AID PROCEDURES

Emergency treatment for a person exposed to unsafe amounts. Examples: Remove person to fresh air. Flush eyes with water.

OCCUPATIONAL CONTROL PROCEDURES

1. Eye Protection - Type of eye protection device to be worn when working with the substance.

2. Skin Protection - Type of clothing, gloves, aprons, boots, face protection to be worn when working with a substance. Also instructions on handling contaminated clothing.

3. Respiratory Protection - Class of breathing device acceptable for use and any special conditions or limitations on use.

4. Ventilation - The ventilation system needed to capture or contain contaminants at their source to control personal exposure or to prevent a hazardous atmosphere.

5. Airborne Exposure Limits - Maximum acceptable levels of the substance in the work place air for varying periods of time as assigned by the Occupational Safety and Health Administration (OSHA) and the American Conference of Governmental Industrial Hygienists (ACGIH).

FIRE PROTECTION INFORMATION

Contains information on the concentration and temperatures at which the substance will catch fire and burn. This section also contains any special fire fighting procedures that are necessary to extinguish a blaze involving the material.

REACTIVITY DATA

This is a list of materials, which may create harmful, gasses or vapors if they are mixed with the substance. This section also contains a list of unintended chemical reactions that may occur if the substance is exposed to burning or heating.

PHYSIOLOGICAL AFFECTS SUMMARY (ALSO CALLED HEALTH EFFECTS SUMMARY)

Covers the immediate and long-term effects of overexposure to the substance and includes information from the human experience and animal tests. This detailed health effects information is intended for employees and to assist health professionals in treating employees.

PHYSICAL DATA

This section includes descriptions of the appearance and odor of the substance, the boiling point, freezing point weight, etc.

SPILL, LEAK, AND DISPOSAL INFORMATION

In the event of a spill or leak of the substance immediate steps are to be taken to assure the safety of people and property and instructions on its disposal including an advisory to comply with all applicable local, state and federal laws and regulations.

ADDITIONAL COMMENTS

These are special precautions to be taken to ensure safe handling of the substance and may give special emphasis to information or warnings stated in other sections of an MSDS.

LABELS AND OTHER FORMS OF WARNINGS

Chemical manufacturers, importers and distributors provide labels, tags or other markings for containers of hazardous chemicals. This identification includes the following information:

1. Identity of the hazardous chemical.
2. Appropriate hazard warnings
3. Name and address of the chemical manufacturer, importer or other responsible party.

LABELING/SECONDARY LABELING

Portable containers of hazardous chemicals do not have to be labeled if they contain chemicals transferred form labeled containers and which are intended only for the immediate use of the employee who performs the transfer. Immediate use means use within the same shift.

All labels on incoming containers must not be defaced in any way. Observation or other detection of missing or defaced labels must be immediately reported to the business office and/or management so appropriate labels can be reapplied immediately.

TRAINING PROGRAM

The Company has established a training and information program for employees who are exposed to hazardous chemicals in their work area at the time of initial assignment and whenever a new hazard is introduced into their work area.

At a minimum, the discussion topics must include the following:

1. The hazard communication standard and its requirements.
2. The components of the hazard communication program in the employees' workplaces.
3. Operations in work areas where hazardous chemicals are present.
4. Where the Company will keep the written hazard evaluation procedures, communications program, lists of hazardous chemicals, and the phone number for the 3-E Company, which maintains the electronic MSDS's.

The employee training plan consists of the following elements:

1. How the hazard communication program is implemented in that workplace, how to read and interpret information on labels and the MSDS, and how employees can obtain and use the available hazard information.
2. The hazards of the chemicals in the work area. (The hazards may be discussed by individual chemical or by hazard categories such as flammability.)
3. Measures employees can take to protect themselves from the hazards.
4. Specific procedures put into effect by the employer to provide protection such as engineering controls, work practices, and the use of personal protective equipment (PPE).
5. Methods and observations—such as visual appearance or smell—workers can use to detect the presence of a hazardous chemical to which they may be exposed.

RETRAINING

Additional employee training concerning work place hazards will be accomplished when:

1. New chemicals are introduced into the work place.
2. Process or equipment changes are made which could cause new or increased employee exposure.
3. Procedures and work practices are introduced or changed which could cause changes in the employees' exposure.
4. Employees are transferred from one work area to another where different hazards are present.
5. Employees are routinely exposed to hazardous materials; employees routinely exposed must be retrained annually.

The Authorized Agent conducting the retraining will make a written record of the training provided and request the employee receiving the training sign and date the record. A permanent record of all employees training is to be maintained.

All exposure incidents must be reported to the office immediately.

Section 4 - HAZARD ASSESSMENT

See Attachment 6 "Hazard Assessment Worksheet"

PURPOSE

At the beginning of each day, a hazard analysis will be completed by the Company's competent person and/or Authorized Agent for the Company and the competent person of each subcontractor on the workplace. A copy of the completed hazard assessment worksheet will be turned into the Company's competent person and the original maintained at the workplace by the competent person. The competent person at the company yard will also perform a hazard analysis at least once per month. An assessment will be made of the general conditions under which work is performed and a written evaluation done utilizing the following checklist as a guideline:

JOB HAZARD ANALYSIS PROCEDURES

1. Are there materials on the floor that could trip a worker?
2. Is lighting adequate both indoors and outdoors?
3. Are there any live electrical hazards at the workplace?
4. Are there any chemical, physical, biological, or radiation hazards associated with the job or likely to develop?
5. Are tools—including hand tools, machines, and equipment in need of repair? Safe guards in place?
6. Is there excessive noise in the work area, hindering worker communication or causing hearing loss?
7. Are job procedures known and are they followed or modified?
8. Are emergency exits clearly marked?
9. Are powered industrial trucks or motorized vehicles properly equipped with brakes, overhead guards, backup signals, horns, steering gear, and identification, as necessary?
10. Are all employees operating vehicles and equipment properly trained and authorized?
11. Are employees wearing proper personal protective equipment for the jobs they are performing?
12. Have any employees complained of headaches, breathing problems, dizziness, or strong odors?
13. Is ventilation adequate, especially in confined or enclosed spaces?

14. Have tests been made for oxygen deficiency and toxic fumes in confined spaces before entry?

15. Are workstations and tools designed to prevent back, wrist and other ergonomic injuries?

16. Are employees trained in the event of a fire, explosion, or toxic gas release?

After the workplace has been analyzed for actual hazards, potential hazards must be considered:

1. Is the worker required to wear personal protective clothing and equipment, including safety harnesses, lanyards, etc. that are appropriate for the job?

2. Are work positions, machinery, pits or holes, and hazardous operations adequately guarded?

3. Are appropriate lockout procedures used for machinery deactivation during maintenance procedures or removal from service?

4. Is the worker wearing clothing or jewelry that could get caught in the machinery or otherwise cause a hazard?

5. Are there fixed objects that may cause injury, such as sharp machine edges?

6. Is the flow of work improperly organized (e.g., Is the worker required to make movements that are too rapid)?

7. Can the worker get caught in or between equipment and/or machine parts?

8. Can reaching over moving equipment/machinery parts or materials injure the worker?

9. Is the worker required at any time to be in an off-balance position?

10. Is the worker positioned to the task in a way that is potentially dangerous?

11. Is the worker required to make movements that could lead to or cause hand or foot injuries, or strain from lifting?

12. Can the worker be struck by an object or lean against or strike a machine part or object?

13. Can the worker fall from one level to another?

14. Can the worker be injured from lifting or pulling objects, or from carrying heavy objects?

15. Do environmental hazards—dust, chemicals, radiation, welding rays, heat, or excessive noise—result from the performance of the job?

Section 5 - PERSONAL PROTECTIVE EQUIPMENT

PURPOSE

In accordance with 29 CFR 1926.28 this section is designed to aid in the evaluation and determination of proper personal protective equipment (PPE) when working on site. Workplace conditions can vary dramatically throughout the course of a project and PPE requirements must be adapted to meet those challenges. The following requirements and guidelines apply to all company employees, vendors, suppliers and visitors.

Failure to comply with the various PPE requirements may result in immediate termination of work activities, ejection from the work site, or termination of employment. It will, at the least, result in a formal written reprimand. Under no circumstances shall work continue without the use of proper PPE required for the job.

1. When a hazard cannot adequately be controlled by means of engineering controls or administrative procedures, then the use of PPE will be required.

2. Personal protective equipment is considered a necessary defense against personal injury and shall be worn when required by workplace policy or the Company's management.

3. All company employees, vendors, and visitors are subject to the provisions of this section.

4. Types of PPE available include, but are not limited to, the following:

    - Eye and face protection (glasses, goggles, face protection)
    - Head protection (hard hats)
    - Foot protection (Hard sole shoes or boots)
    - Appropriate clothing (for the type of work being performed)
    - Hand protection (Gloves)
    - Hearing protection (ear plugs, muffs)
    - Respiratory protection (for the type of work being performed)

EYE PROTECTION

1. As per the Company's policy, all employees will wear safety glasses at all times when:

    - Placing concrete.

- Welding, burning, or cutting with torches.
- Using abrasive wheels, portable grinders, saws or files.
- Chipping concrete, stone or metal.
- Working with any materials subject to scaling, flaking or chipping.
- Soldering, handling or working with molten metal or hot compounds, handling or working with hazardous liquids, powders or substances.
- Drilling or working under dusty conditions.
- Waterproofing.
- Working on energized switchboards.
- Using explosive powder actuated fastening or nailing tools.
- Working with compressed air or other gases.
- Working in the immediate vicinity of the operations listed above.

2. Visitors shall abide by the same requirements for protective eyewear as site employees.
3. The use of contact lenses is prohibited in working environments where there is a potential for exposure to hazardous dust substances, flying dust, or light flashes. Contaminated contact lenses cannot be decontaminated and will expose the wearer continuously to the hazardous contaminant. This prohibition applies to all situations, including full-face respirators, nonprescription safety glasses, goggles, and face shields.
4. Face shields are available in a wide variety of types to protect the face and neck from flying particles. They may also be used to provide anti-glare protection. Face shields are not a primary form of eye protection. They are useful only as additional protection over basic eye protection.

HAND PROTECTION (Leather Gloves)

1. Hand protection must be worn at any time the nature of work has the potential to cause a hand injury. Hand protection is intended to protect the hands from incidental contact and must not be relied upon as primary means of protection.

2. Wearing the appropriate gloves is an important part of protecting yourself from hand hazards. Hand protection must be worn for all demolition, manual material handling, and when working with or around metal studs. Hand protection should be worn when working with hot machinery, tar, knives and some hand tools (i.e. screw guns).

3. Care and maintenance should include, but not be limited to, the following;

    - Inspect gloves before each use for holes, tears, changes in texture such as softening or hardening of the material, wear and tear, or any other defect that may affect performance.

FOOT PROTECTION

In accordance with 29 CFR 1926.96 all footwear worn on site must be made of leather, with hard soles in good condition. Footwear for employees shall meet the requirements and specifications in ANSI Z41.1-1967. Under no circumstances will an employee be allowed on site while wearing canvas or tennis shoes, shoes with soft rubber soles, thongs or sandals.

HEAD PROTECTION

The Company's employees in the shop area, construction yard or jobsite shall wear a hard hat when a head injury exposure exists. The hard hat must meet specifications contained in ANSI Z89.1-1969.

CLOTHING

The Competent Person will decide the appropriate attire for yard and workplace operations. Clothing will be of a safe design for the task being performed.

SAFETY VESTS

High visibility safety vests or clothing shall be worn at all times at the workplace. For daytime work, employees will be required to wear a company approved shirt, vest, or jacket that is of high visibility material and is orange, lime, yellow, yellow-green, or a fluorescent version of these colors at all workplaces. For nighttime work, similar outside garments shall be retroreflective. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of 1,000 feet. The retroreflective clothing shall be designed to clearly identify the wearer as a person and shall be worn on all workplaces.

Whenever a company approved shirt, vest, jacket or other high visibility clothing becomes faded and is unsuitable as high visibility clothing, the employee shall replace the faded clothing with proper attire that meets the above stated requirements.

HEARING PROTECTION

In accordance with 29 CFR 1926.101 hearing protection will be used when operating power tools or while operating the powered industrial truck. The Company will provide hearing protection devices, which meet the criteria of the standard. Plain cotton is not an acceptable protective device.

LIFE VESTS

A Coast Guard approved life vest will be worn whenever working over or near water in unsecured areas.

Section 6 - ERGONOMICS

BACK SAFETY

Back safety awareness is necessary, due to the prevalence and severity of back injuries throughout the construction industry. Sprains and strains are the most common causes of lower back pain. Improper lifting, falling, auto incidents, and sports activities can cause back injuries; but of these, lifting improperly is the largest single cause of back pain and injury. Instituting proper lifting techniques and other safety measures will significantly reduce the Company's employees back injury incident rate.

Problems with the lower back are a frequent cause of lost work time and workers compensation claims. By establishing this written back safety plan, it is our hope to create an awareness of the hazard among our employees. Standardizing lifting techniques and specifying alternative materials-handling measures when lifting or moving materials by hand will reduce the Company's back injury incident rate.

PURPOSE

The Company requires the procedures in this plan to be followed in order to provide a safe working environment. The Company has decided to implement these procedures on safe lifting practices in order to ensure that all employees are trained to protect themselves from the hazards of improper lifting practices.

It is the responsibility of management personnel to ensure that these policies are implemented and that these policies and the information necessary to carry out these policies are communicated to all employees. It is the responsibility of all employees to follow safe work practices and comply with these rules regarding working practices.

The effectiveness of the back safety plan depends upon the active support and involvement of all affected employees.

AFFECTED EMPLOYEES/AREAS

All employees have job-related duties that require lifting or some sort of materials handling. All employees are to be trained on and follow the rules of this back safety plan.

SAFE LIFTING TECHNIQUES

The following points outline good lifting practices, procedures, and safe lifting techniques that may be taught to employees in order to minimize their risk of back injury and pain. Lifting remains an important function despite the level of mechanization available today, so attention must be directed toward safe lifting practices. The basics of good lifting are:

1. Size up the load before you lift. Test by lifting one of the corners or pushing. If it's heavy or feels too clumsy, get a mechanical aid or help from another individual. No employee shall attempt to lift and/or move any load in excess of 75 pounds without assistance. When in doubt, do not lift alone!

2. **BEND AT THE KNEES.** It is the single most important aspect of lifting.
3. When performing the lift:
    - Place your feet close to the object and center yourself over the load.
    - Get a good handhold on the object.
    - Lift straight up, smoothly and let your legs do the work, not your back!
    - Avoid overreaching or stretching to pick up or set down a load.
4. Do not twist or turn your body once you have made the lift.
5. Clear your path before you begin carrying the load.
6. Set the load down properly.
7. Always push, do not pull the object whenever possible.
8. Change the lifting situation if possible to minimize a lifting hazard:
    - If it is an awkward load, get someone to help lift it.
    - In order to achieve a manageable lifting weight, split the load into several smaller ones whenever possible.
    - Avoiding lifts from below the knees or above the shoulders by using mechanical aids, positioning yourself so that the object to move is within an acceptable lifting range (between the shoulders and knees), and/or getting help from your coworkers.

ALTERNATIVE MATERIALS-HANDLING TECHNIQUES

Alternative materials-handling techniques for carrying or moving loads are to be used whenever possible to minimize lifting and bending requirements. These alternative materials-handling techniques include the use of:

1. Hoists,
2. Powered industrial trucks,
3. Dollies,

4. Carts,

5. Other mechanical devices or construction equipment available and appropriate for the lift in question.

OTHER SAFE WORK TECHNIQUES

Work issues other than lifting are related to back pain or injury. You can avoid them or improve work techniques related to them.

1. **Catching Objects & Working Low** - When catching falling or tossed objects, your feet should be firmly planted, with your back straight and your knees slightly bent. Your legs should absorb the impact, not your back. If you're working on something low, bend your knees. Keep your back as straight as possible. Bending from the waist can lead to back pain. If you have to use your back, keep your knees bent and your back flat. In both these situations, frequent rest breaks are necessary to keep from getting back fatigue.

2. **Extended Sitting/Standing** - Certain jobs require long hours of standing or sitting. These conditions can create back troubles. Get up and stretch frequently if you are required to sit for long periods. If standing, ease the strain on your lower back by changing foot positions often, placing one foot on a rail or ledge. However, keep your weight evenly balanced when standing. Don't lean to one side.

3. **Other Materials Handling Tasks** - Tasks such as lowering, pushing, pulling, and carrying can create hazards to the back as well. If the task feels uncomfortable or unnatural, utilize the alternative materials-handling techniques listed in this back safety plan.

4. **Housekeeping** - Poor housekeeping: slippery floors or ground, crowded work conditions, tools or other hazards on the working surface can create slip, trip or fall hazards that can result in back injuries.

5. **Poor Posture at Work** - Be aware of proper posture when sitting, standing, or reclining. When sitting, your knees should be slightly higher than your hips and your shoulders and upper back should be straight.

6. **Poor lighting** - Poor lighting in the work area can lead to poor work practices that result in injuries of many types. Make sure lighting is adequate for the task at hand, replace burnt out bulbs, and point out hazardous areas to your immediate supervisor.

OTHER BACK SAFETY ISSUES

Factors unrelated to work that can affect back safety, includes such things as physical condition, posture, athletic activity, home-improvement, and stress.

1. **Posture** - Whether you're standing, sitting, or reclining, posture affects the amount of strain put on your back. The wrong posture increases strain on the back muscles and may bend the spine into positions that will cause trouble. When standing correctly, the spine has a natural "S" curve. The shoulders are back and the "S" curve is directly over the pelvis. Good sitting posture should put your knees slightly higher than your hips. Your hips should be to the rear of the chair with your lower back not overly arched. Also, your shoulders and upper back are not rounded. Reclining posture is important, too.

2. **Poor Physical Condition** - Your physical condition can lead to back pain. If you are overweight, and especially if you have developed a potbelly, extra strain on your spine results. An estimate is that for every pound up front you put 10 pounds of strain on your back. When you are out of shape, the chances of chronic back pain are greater. Infrequent exercise is a major factor, too. A sudden strain on generally unused back muscle leads to trouble, particularly when there is a sudden twisting or turning of the back. The Company employees are encouraged to partake in a balanced diet and exercise to help avoid back problems.

3. **Stress** - Stress is another factor that may lead to back pain. Tied in with your general physical condition, stress created from work or play can cause muscle spasms that affect the spinal nerve network. Although stress is part of everyone's life, and a certain amount of stress is normal, excessive stress causes backaches. The solution is a balanced life style with time to relax.

4. **Repetitive Trauma** - People often think back injuries result from lifting heavy or awkward objects. Many back injuries, however, do not come from a single lift, but occur from relatively minor strains over time. Back injuries, as with Cumulative Trauma Disorders (CTD) may arise from repeated injuries. (But, repetitive, low-grade strains usually do not cause CTD's.) As the worker repeats a particular irritating movement, the minor injuries begin to accumulate and weaken affected muscles or ligaments. Eventually a more serious injury may occur. Thus, a specific weight lifted may actually have little to do with any single injury. Remember to use mechanical aids when appropriate along with good lifting techniques, whenever you do any lifting. You can lift safely when performed with caution.

Alcohol and caffeine will promote dehydration, which is a leading cause of muscle strains and sprains. It is recommended that all employees engage in light stretching exercises prior to beginning each day's work.

Section 7 - HAND TOOL SAFETY

PURPOSE

In accordance with 29 CFR 1926 Subpart I, the Company will not issue tools that are deemed unsafe or fail to meet OSHA requirements. Additionally, employees shall not bring or use personal tools that fail to meet the same OSHA requirements. ***Personal protective equipment shall be used at all times.***

POWDER ACTUATED TOOLS:

Only employees who have been trained in the operation of the particular tool in use shall be allowed to operate a powder-actuated tool.

1. The tool shall be tested each day before loading to verify that safety devices are in proper working condition. The method of testing shall be in accordance with the manufacturer's recommended procedure.

    - Any tool found not in proper working order, or that develops a defect during use, shall be immediately removed from service and not used until properly repaired.

2. Tools shall not be loaded until just prior to the intended firing time. Neither loaded nor empty tools are to be pointed at any employees. Hands shall be kept clear of the open barrel end.

3. Loaded tools shall not be left unattended.

4. Fasteners shall not be driven into very hard or brittle materials including, but not limited to, cast iron, glazed tile, surface-hardened steel, glass block, live rock, face brick, or hollow tile.

5. Driving into materials easily penetrated shall be avoided unless such materials are backed by a substance that will prevent the pin or fastener from passing completely through and creating a flying missile hazard on the other side.

6. No fastener shall be driven into a spalled area caused by an unsatisfactory fastening.

7. Tools shall not be used in an explosive or flammable atmosphere.

8. All tools shall be used with the correct shield, guard, or attachment recommended by the manufacturer.

9. Powder-actuated tools used by employees shall meet all other applicable requirements of American National Standards Institute, A10.3-1970, and Safety Requirements for Explosive-Actuated Fastening Tools.

ABRASIVE WHEELS & TOOLS

1. All grinding machines shall be supplied with sufficient power to maintain the spindle speed at safe levels under all conditions of normal operation.

2. Grinding machines shall be equipped with safety guards in conformance with the requirements of American National Standards Institute, B7.1-1970, and Safety Code for the Use, Care and Protection of Abrasive Wheels, and paragraph (d) of this section.

3. "Guarding design." The safety guard shall cover the spindle end, nut, and flange projections. The safety guard shall be mounted so as to maintain proper alignment with the wheel, and the strength of the fastenings shall exceed the strength of the guard, except:

    - Safety guards on all operations where the work provides a suitable measure of protection to the operator, may be so constructed that the spindle end, nut, and outer flange are exposed; and where the nature of the work is such as to entirely cover the side of the wheel, the side covers of the guard may be omitted; and

    - The spindle end, nut, and outer flange may be exposed on machines designed as portable saws.

PNEUMATIC TOOLS

1. Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming incidentally disconnected.

2. All pneumatically driven nailers, staplers, and other similar equipment provided with automatic fastener feed, which operate at more than 100 p.s.i. pressure at the tool shall have a safety device on the muzzle to prevent the tool ejecting fasteners, unless the muzzle is in contact with the work surface.

3. The Company's employees will follow the guideline set forth by the manufactures in reference to safe operating pressure for hoses, pipes valves, filters, and other fittings and will not exceed these guidelines.

4. The use of hoses for hoisting or lowering tools shall not be permitted.

WOODWORKING TOOLS

1. All fixed power driven woodworking tools shall be provided with a disconnect switch that can either be locked or tagged in the off position.

2. The operating speed shall be etched or otherwise permanently marked on all circular saws over 20 inches in diameter or operating at over 10,000 peripheral feet per minute. Any saw so marked shall not be operated at a speed other than that marked on the blade. When a marked saw is re-tensioned for a different speed, the marking shall be corrected to show the new speed.

3. Automatic feeding devices shall be installed on machines whenever the nature of the work will permit. Feeder attachments shall have the feed rolls or other moving parts covered or guarded so as to protect the operator from hazardous points.

4. All portable, power-driven circular saws shall be equipped with guards above and below the base plate or shoe. The upper guard shall cover the saw to the depth of the teeth, except for the minimum arc required to permit the base to be tilted for bevel cuts.

5. The lower guard shall cover the saw to the depth of the teeth, except for the minimum arc required to allow proper retraction and contact with the work. When the tool is withdrawn from the work, the lower guard shall automatically and instantly return to the covering position.

6. All woodworking tools and machinery shall meet other applicable requirements of American National Standards Institute, 01.1-1961, Safety Code for Woodworking Machinery.

7. The Company's employees shall not modify or exceed the manufacture intended use of any tool/equipment. This includes all company owned/issued and personally owned equipment used at the Company's workplace.

RADIAL SAWS

The upper hood shall completely enclose the upper portion of the blade down to a point that will include the end of the saw arbor. The upper hood shall be constructed in such a manner and of such material that it will protect the operator from flying splinters, broken saw teeth, etc., and will deflect sawdust away from the operator. The sides of the lower exposed portion of the blade shall be guarded to the full diameter of the blade by a device that will automatically adjust itself to the thickness of the stock and remain in contact with stock being cut to give maximum protection possible for the operation being performed.

HAND-FED CROSSCUT TABLE SAWS

Each circular crosscut table saw should be guarded by a hood, which shall meet all safety requirements.

HAND-FED RIPSAWS

Each circular hand-fed ripsaw shall be guarded by a hood, which shall completely enclose the portion of the saw above the table and that portion of the saw above the material being cut. The hood and mounting shall be arranged so that the hood will automatically adjust itself to the thickness of and remain in contact with the material being cut but it shall not offer any considerable resistance to insertion of material to saw or to passage of the material being sawed.

The hood shall be made of adequate strength to resist blows and strains incidental to reasonable operation, adjusting, and handling, and shall be so designed as to protect the operator from flying splinters and broken saw teeth. It shall be made of material that is soft enough so that it will be unlikely to cause tooth breakage. The hood shall be so mounted as to insure that its operation will be positive, reliable and in true alignment with the saw; and the mounting shall be adequate in strength to resist any reasonable side thrust or other force tending to throw it out of line.

RIGGING

1. Know the proper use of chain falls, com-a-longs, chokers, shackles and clamps.
2. Never raise or lower a load over people.
3. Use tag lines to control hoisted loads.
4. Know the capacities or rigging equipment and the weights or loads.

Section 8 - CONTROL OF HAZARDOUS ENERGY - LOCK-OUT/TAG-OUT

PURPOSE

In accordance 29 CFR 1926.416 & 417, no work shall be done in proximity to any part of an electric power circuit that the employee could contact the electric power circuit in the course of work. All employees shall guard against electric shock by de-energizing the circuit and grounding it or by guarding it effectively by insulation or other means.

1. Barriers or other means of guarding shall be provided to ensure that workspace for electrical equipment will not be used as a passageway during periods when energized parts of electrical equipment are exposed.

2. Working spaces, walkways, and similar locations shall be kept clear of cords so as not to create a hazard to employees.

3. In existing installations, no changes in circuit protection shall be made to increase the load in excess of the load rating of the circuit wiring.

4. When fuses are installed or removed with one or both terminals energized, special tools insulated for the voltage shall be used.

5. Controls that are to be deactivated during the course of work on energized or de-energized equipment or circuits shall be tagged.

6. Equipment and circuits. Equipment or circuits that are de-energized shall be rendered inoperative and shall have tags attached at all points where such equipment or circuits can be energized.

7. Tags shall be placed to identify plainly the equipment or circuits being worked on.

FLEXIBLE CORDS AND CABLES

1. Flexible cords and cables shall be protected from damage. Sharp corners and projections shall be avoided. Flexible cords and cables may pass through doorways or other pinch points, if protection is provided to avoid damage.

2. Extension cord sets used with portable electric tools and appliances shall be of three-wire type and shall be designed for extra-hard usage. Cords marked type S, ST, SO, STO are considered hard service cords and cords marked SJ, SJO, SJT, SJTO are considered junior hard service cords in accordance with 29 CFR 1926.405.

3. Worn or frayed electric cords or cables shall not be used.

4. Extension cords may be hung above by use of tie-wraps. Extension cords shall not be fastened with staples, hung from nails, or suspended by wire.

5. Electrical cords shall be used in continuous lengths without splices or tap. Hard service flexible cords #12 or larger may be repaired if spliced so that the splice retains the insulation, outer sheath and usage of the cord being spliced.

APPLICATION OF CONTROLS AND LOCKOUT/TAG OUT DEVICES

The established procedure of applying energy controls includes the specific elements and actions that must be implemented in sequence.

1. Prepare for shut down.
2. Shut down the machine or equipment.
3. Disconnect the energy isolating device, and any secondary power source when applicable.
4. Apply the lockout or tag out device.
5. Render safe all stored or residual energy.
6. Verify the isolation and de-energization of the machine or equipment.

REMOVAL OF LOCKS AND TAGS

Before lockout or tag-out devices are removed and energy is restored to the machine or equipment, the authorized employee(s) must take the following actions or observe the following procedures:

1. Inspect the work area to ensure that non-essential items have been removed and that machine or equipment components are intact and capable of operating properly;

2. Check the area around the machine or equipment to ensure that all employees have been safely positioned or removed,

3. Make sure that only those employees who attached the lockss remove locks or tags. (In the very few instances when this is not possible, the device may be removed under the direction of the competent person provided that he or she strictly adheres to the specific procedures outlined in the standard); and

4. Notify affected employees after removing locks or tags and before starting equipment or machines.

Section 9 - FALL PROTECTION

Fall protection is a term that can be defined as any means used to protect workers from falls during work in areas where fall hazards exist. Such areas include leading edges, holes, low- and high-sloped roofs, etc. In such areas, engineering or design measures are most frequently used to reduce the fall hazards. But occasionally, further measures such as personal fall protection devices like lanyards and harnesses must be used to reduce the risk of falls.

The effectiveness of a written fall protection plan depends upon the active support and involvement of all employees who work with procedures and jobs requiring it. It is intended to assist you in implementing a set of procedures to ensure that all work with fall protection is carried out safely to minimize the possibility of injury or harm to you. It is intended to serve as an additional tool in safeguarding the health and safety of you our employees.

PURPOSE

The Company is dedicated to the protection of its employees from on-the-job injuries. All employees of the Company have the responsibility to work safely on the job. The purpose of this plan is to:

1. Supplement the Company's standard safety policy by providing safety standards specifically designed to cover fall protection on each job.

2. Ensure that each employee is trained and made aware of the safety provisions, which are to be implemented by this plan prior to the start of any work.

This plan is based on 29 CFR 1926, Subpart M, OSHA Standards for the Construction Industry, Fall Protection requirements.

This plan is designed to enable employees to recognize fall hazards and to establish procedures that are to be followed to prevent falls to lower levels or through holes and openings in walkways/working surfaces. Each employee will be trained in these procedures and shall strictly adhere to them except when doing so would expose the employee to a greater hazard.

Safety policies and procedures on any one project cannot be administered, implemented, monitored and enforced by any one individual. The total objective of a safe, incident free work environment can only be accomplished by a dedicated, concerted effort by every individual involved with the project from management down to the newest employee. Employees must understand:

1. Their value to the company.

2. Cost of incidents (monetary, physical and emotional).

3. Objective of the safety policy and procedures.

4. Safety rules that apply to the safety policy and procedures.

5. Their individual role in administering, implementing, monitoring and compliance of their safety policy and procedures.

This allows for a more personal approach to compliance through planning, training, understanding and cooperative effort, rather than by strict enforcement. If for any reason an unsafe act persists, strict disciplinary measures will be implemented.

It is the responsibility of the Company to implement this Fall Protection Plan. The competent person is responsible for continual observational safety checks of all work and the enforcement of all safety policies and procedures. The competent person also is responsible for correcting any unsafe acts or conditions immediately. It is the responsibility of the employee to understand and adhere to the procedures of this plan and to follow the instructions of his competent person. It is also the responsibility of the employee to bring to management's attention any unsafe or hazardous conditions or acts that may cause injury to either themselves or any other employees. The President of the Company must approve any changes to this Fall Protection Plan.

WORKPLACE ASSESSMENT AND FALL PROTECTIONS SYSTEM SELECTION

Each competent person must assess the workplace to determine if the walking/working surfaces on which employees are to work have the strength and structural integrity to safely support workers. Once the person in charge determines that the surface is safe for employees to work on, then he or she must choose the fall protection for a given work operation if a fall hazard is present. The person in charge must make all reasonable efforts to anticipate the particular hazards to which employees may be exposed in the course of the job. This assessment includes:

1. Inspecting the area to determine what hazards exists or may arise during the work in that area. Anticipate the need to work at heights and plan work activities accordingly. Careful planning and preparation, laying the necessary groundwork for an incident-free workplace.

2. Identifying hazards correctly and selecting appropriate protection measures and equipment. This information must be communicated to customers, other contractors and suppliers.

Anchorage points for personal fall arrest systems should be fabricated or designed into structural members and perimeter lines installed before those members are lifted into position, where possible.

1. Giving specific and appropriate instructions to prevent exposure to unsafe conditions.

2. Ensuring employees follow procedures given and understand the training provided.

3. Discovering what safety procedures/equipment employees have chosen to complete their work. Provide corresponding information to employees.

Where leading edge work is involved or where conventional fall protection is infeasible or creates a greater hazard in a project (e.g., guardrail systems, personal fall arrest systems, etc.) the competent person will demonstrate that condition and submit a written plan of alternative fall protection to be used (Safety nets, warning lines, monitoring systems, control access zones.)

WORK PROCEDURES

1. If any one of the conditions described in the Workplace Assessment is not met for the area or piece of equipment posing a potential fall hazard, then do not perform that work until the condition is met. If you cannot remedy the condition immediately, notify a supervisor or Authorized Agent of the problem and utilize a different piece of equipment or work in a different area, according to the situation.

2. If the situation calls for use of fall protection devices such as harnesses or lanyards because the fall hazard cannot be reduced to a safe level, then the employee must inspect put on such protective equipment before beginning the work and use it as intended throughout the duration of the work.

3. Only employees trained in such work are expected to perform it.

4. All places of employment shall be kept clean and orderly and in a sanitary condition.

5. All walking/working surfaces must be kept clean and, so far as possible, in a dry condition. Where wet processes are used, drainage shall be maintained and false floors, platforms, mats, or other dry standing places should be provided where practicable.

TRAINING PROGRAM

Under no circumstances shall an employee be allowed to work in an area where they might be exposed to fall hazards, perform work requiring fall protection devices, or use fall protection devices until he/she has successfully completed this company's fall protection training program.

This training program shall include classroom instruction (when practicable) and operational training on the recognition and avoidance of unsafe conditions, unsafe acts and the regulations applicable to their work environment for each specific fall hazard the employee may encounter on the job. The training program will be supervised by the Company and conducted by a "competent person" qualified in the following areas, and shall cover:

1. The nature of fall hazards in the work area.

2. Selection and use of personal fall arrest systems, including application limits, proper anchoring and tie-off techniques, estimation of free fall distance (including determination of deceleration distance and total fall distance to prevent striking a lower level), methods of use, and inspection and storage of the system.
3. The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used.
4. The use and operation of guardrail systems, personal fall arrest systems, safety net systems, warning line systems, safety monitoring systems, controlled access zones, and other protection to be used.
5. The role of each employee in the safety monitoring system when this method is used.
6. The correct procedures for the handling and storage of equipment and materials and the erection of overhead protection.
7. The role of all employees in fall protection plans.

The competent person will identify all current and new employees who require training and schedule instruction and training for those requiring such training. Training on the above components will occur both in the classroom and at the workplace, as appropriate. Classroom training will cover written policy/procedures on fall protection and include a training video on the subject. Workplace instruction will include demonstration of and practice in wearing fall protection equipment and any instruction necessary for a specific workplace.

A written certificate of training is required which must include:

- The name or other identity of the employee trained.
- The date(s) of training.
- The signature of the competent person who conducted the training or the signature of the employee.

Retraining is required when an employee cannot demonstrate the ability to recognize the hazards of falling and the procedures to be followed in order to minimize fall hazards.

Each subcontractor that is required to have fall protection training must provide a certificate of training to the Company for each employee on a Company jobsite.

ENFORCEMENT

Constant awareness of and respect for fall hazards and compliance with all safety rules are considered conditions of employment. All Supervisory and Management Personnel reserve the right to issue disciplinary warnings to employees, up to and including termination, for failure to follow the guidelines of this program.

INCIDENT INVESTIGATION

All incidents and near misses that result in injury to workers, regardless of their nature, shall be investigated and reported. It is an integral part of any safety program, that documentation takes place as soon as possible so that the cause and means of prevention can be identified to prevent reoccurrence.

In the event that an employee falls or there is some other related, serious incident (e.g., a near miss) occurs, this plan shall be reviewed to determine if additional practices, procedures, or training need to be implemented to prevent similar types of falls or incidents from occurring.

CHANGES TO THE PLAN

The Company's competent person and/or Authorized Agent of the Company will approve any changes to the plan, and it shall review this plan annually to determine if additional practices, procedures or training needs to be implemented in order to improve or provide additional fall protection. Workers shall be notified and trained, if necessary, in all new procedures and practices.

FALL PROTECTION/FALL ARREST

All workers on all projects are required to be protected from the hazard of falls whenever work is being completed at heights of six feet (6') or greater measured from the work platform to the bottom of the sole of the foot. The six-foot rule, at minimum, applies to the following conditions:

1. Ladders as required by Section 10 – Stairways and Ladders
2. Walking and working surfaces
3. Unprotected sides and edges
4. Hoist areas
5. Holes
6. Formwork and reinforcing steel
7. Ramps, runways, and other walkways
8. Excavations
9. Precast concrete erection
10. Wall openings

11. On scaffolding as required by Section 11 - Scaffolding

12. Any additional circumstances that may be deemed necessary by the Company

GUARDRAILS

Guardrails shall be constructed in accordance with 29CFR 1926.502(b) Rails shall be 42 inches in height, plus or minus 3 inches in height, and shall withstand an outward and downward force of 200 pounds.

PERSONAL FALL ARREST SYSTEMS

Personal fall arrest systems are designed to control the fall of an employee and to minimize the injury once a worker has fallen. Fall arrest systems consist of the following components:

1. Full body harness (body wear)
2. Shock absorbing lanyard (connecting device)
3. Tie off point (anchorage)
4. Training

SPECIFIC REQUIREMENTS

1. Retractable lanyards are preferred for all projects
2. All safety harnesses will be provided to employees when fall protection is required
3. All lanyards must be equipped with locking snap hooks
4. Appropriate shock absorbing lanyards will be used for fall protection when they do not create a greater hazard due to the length of the potential fall
5. Lanyards will be removed from service when evidence of wear is detected or if the lanyard has had a load applied
6. The anchorage (tie off point) must be capable of withstanding a minimum 5,400 lbs. tensile strength **per** worker tied off
7. Anchorage tie off, if practical should be above the worker's head
8. Anchorage must be high enough that the worker will not strike any lower level should a fall occur.

9. All fall protection equipment shall be inspected daily and monthly and documentation forwarded to the competent person that it is in proper working order.

Safety harnesses are the only acceptable means of personal fall arrest systems permitted for any company employee. The use of safety body belts is no longer acceptable for fall protection.

Reviewed & Revised by: _____

Date: _____

Section 10 - STAIRWAYS AND LADDERS

PURPOSE

In accordance with 29 CFR 1926 Subpart X, the Company will not issue tools that are deemed unsafe or fail to meet OSHA requirements. Additionally, employees shall not bring or use personal ladders that fail to meet the same OSHA requirements. ***Personal protective equipment shall be used at all times.***

GENERAL REQUIREMENTS

All employees shall be trained in the proper safety procedures and requirements when working on or around stairways or ladders unless being directly supervised. If any employee has a question regarding proper procedures, he or she should contact management before proceeding with the task in question.

A stairway or ladder must be provided at all work points of access where there is a break in elevation of 19 inches or more; and no ramp, runway or personnel hoist is provided.

Where there is only one point of access between levels, it must be kept clear to permit free passage by workers. If free passage becomes restricted, a second point of access must be provided and used.

STAIRWAYS

The following requirements apply to all stairways used during the process of construction as indicated:

- Stairways that will not be a permanent part of the structure on which construction work is performed must have landings at least 30 inches deep and 22 inches wide at every 12 feet of vertical rise.
- Stairways shall be installed between 30 and 50 degrees from the horizontal.
- Riser height and tread depth shall be of uniform measurement.
- Where doors or gates open directly onto a stairway, a platform must be provided that extends at least 20 inches beyond the swing of the door.
- Metal pan landings and metal pan treads must be secured in place before filling.
- Metal pan landings must be filled with wood or metal to an even height with the lip until they are filled with concrete.
- Temporary treads must be made of wood or other solid material and installed the full width and depth of the stair.
- All stairway parts shall be free of dangerous projections such as protruding nails, and kept clean and free of loose debris.

STAIR RAILS AND HAND RAILS

- Stairways having 4 or more risers, or rising more than 30 inches in height must have at least one handrail. A stair rail must be installed along each unprotected side or edge.

- Mid rails must be located midway between the top of the stair rail system and the stairway steps.
- Handrails must be capable of withstanding 200 pounds of weight in any outward or downward direction.
- The height of handrails must not be more than 37 inches or less than 36 inches from the upper surface of the handrail to the surface of the tread.
- Landings must be provided with standard guardrail systems.

LADDERS

- Ladder rungs, cleats, and steps must be parallel, level, and uniformly spaced when the ladder is in position for use.
- Rungs, cleats, and steps of portable and fixed ladders must not be spaced less than 10 inches apart, or more than 14 inches apart, along the ladder's side rails.
- Ladders must not be tied or fastened together to create longer sections unless they are specifically designed for such use.
- Ladders shall not be used for any purpose other for that which they are intended.
- Rungs shall be coated with a slip resistant surface, or knurled or dimpled to prevent slipping.
- Wood ladders shall not be coated with any opaque covering, except identification or warning labels, which may be placed only on one face of a rail.
- When portable ladders are used for access to an upper landing surface, the side rails must extend at least 3 feet (usually 3 rungs) above the landing surface. The ladder must be secured, and the extension must not deflect under a load that would cause the ladder to slip off its support.
- Ladders shall be maintained free of oil, grease, and other slipping hazards.
- Ladders shall not be loaded beyond the maximum intended load for which they were built.
- Non-self supporting ladders must be used at an angle where the horizontal distance from the top support to the foot of the ladder is approximately one-quarter of the working length of the ladder.
- Ladders shall be used only on stable and level surfaces unless secured to prevent accidental movement.
- Ladders placed in areas such as passageways, doorways or driveways where they can be displaced by workplace activities or traffic shall be secured to prevent accidental movement, or a barricade shall be used to keep traffic or activities away from the ladder.
- The area around the top and bottom of the ladder shall be kept clear at all times.
- Ladders shall not be moved, shifted or extended while in use.
- Fall protection shall be utilized whenever anyone is using an extension ladder as a working platform and is more than 6 feet above the ground.
- Ladders shall have nonconductive side rails if they are used where the worker or the ladder could contact exposed energized electrical equipment.
- Ladders shall be inspected daily by a competent person for visible defects on a periodic basis and after any incident that could affect their safe use.

- The worker shall face the ladder when ascending or descending.
- Each worker shall use at least one hand to grasp the ladder when moving up or down the ladder.
- A worker on a ladder shall not carry any object or lead that could cause the worker to lose balance and fall.
- Portable ladders with structural defects such as broken or missing rungs, cleats, or steps; broken or split rails; corroded components, or other faulty or defective components; must immediately be marked defective and tagged with "Do Not Use" or similar language, and must be withdrawn from service until repaired.

JOB-MADE LADDERS

All job-made or shop-made ladders shall conform to the standards set forth in 29CFR 1926.1053. Wood job-made ladders with spliced side rails shall be used at an angle such that the horizontal distance is one-eighth the working length of the ladder.

The requirements, as set forth in the standard, are as follows:

- Each self-supporting and non self-supporting ladder shall be capable of supporting at least four times the maximum intended load, as measured in a downward vertical direction.
- Ladder rungs, cleats, and steps shall be parallel, level, and uniformly spaced when the ladder is in position for use.
- Rungs, cleats, and steps of portable ladders and fixed ladders shall be spaced not less than 10 inches apart, nor more than 14 inches apart, as measured between center lines of the rungs, cleats, or steps.
- Rungs shall be cleated as an additional safety measure to add additional support to rungs.
- Wood used in construction of job-made ladders shall be free of knots, checks, or splits.
- Wood job-made ladders shall be used at an angle such that the horizontal distance from the top support to the foot of the ladder is one-eighth the working length of the ladder.
- Single rail ladders shall not be used.
- The minimum clear distance between side rails for all portable ladders shall be 11 ½ inches.
- The rungs of individual rung/step ladders shall be shaped such that employees' feet cannot slide off the end of the rungs.
- Ladders shall not be tied or fastened together to provide longer sections unless they are specifically designed for such use.
- Wood ladders shall not be coated with any opaque covering, except for identification or warning labels which may be placed on one face only of a side rail.

APPLICATION

1. This plan applies to, and will be followed by; all company employees at all company workplaces. It will also apply to the employees of other companies who desire to use scaffolding owned by or under the control of the Company.

2. Only competent persons, as determined by training and company approval, will be allowed to supervise the erection, moving, dismantling or altering of any scaffolding owned by or under the control of the Company.

3. Other contractors or companies desiring to utilize scaffolding either owned by or under the control of the Company, must agree to the terms of and complete the hold harmless agreement attached here-to as enclosure one. (Please see attachment 3 "Scaffold Use Agreement")

4. The Company and/or an Authorized Agent will be responsible for maintaining a current list of company authorized competent persons, insuring that they are kept abreast of any and all OSHA regulations and changes. In addition, he/she will maintain all records pertaining to other contractors or companies who desire to utilize the Company's scaffolding.

PROHIBITED PRACTICES

1. No one will ride on manually propelled platforms unless the ground surface is within three degrees of level and is free of all obstructions and holes; the minimum dimension of the scaffold base is at least one-half of the height. Outriggers, if used, must be on both sides of the staging, and an individual moves the staging on the ground.

2. Manually propelled scaffolding must not be moved unless all tools and materials are secured.

3. The wheels or casters of manually propelled scaffolding must be locked at all times the scaffolding is stationary.

4. No employee will intentionally defeat or avoid safety measures including, but not limited to guardrails, toe boards, mesh screens, head protection or ladders.

5. No more than two employees at a time will be permitted to work on an eight-foot (8) or greater span of carpenter's bracket scaffolding. In addition, not more than 75 pounds of tools and materials will be allowed on the scaffold.

6. Horse or walkup scaffolds will not be constructed more than 6 feet in height.

7. All mobile scaffolds will be equipped with an appropriate guardrail system at the 10-foot level.

8. Failure to comply with company rules will be grounds, for disciplinary action up to and including termination.

TRAINING

1. The company will insure all employees are trained in the following safe practices before scaffolds are used:

   - Setting of scaffolding, including the requirement to locate scaffolding only on sound, rigid ground capable of supporting the anticipated load.
   - Proper supports of scaffolding, excluding the use of barrels, boxes, loose bricks or concrete blocks.
   - If using tube and coupler-type scaffolding, use only similar metals in assembly.
   - Following the directions of the company authorized competent person while erecting, moving, dismantling and/or altering scaffolding.
   - Securing or overlapping all planking. This includes extending planks over end supports of at least six inches but not more than 12 inches.
   - Maintenance of, and respect for, guardrails and toe boards.
   - Maintenance of, and respect for, mesh screens to prevent objects from striking workers passing below.
   - Reporting of any damaged or weakened scaffolding components to the site competent person immediately.
   - Use of only approved access ladders.
   - Avoidance of any welding or cutting on staging suspended by rope or other fibrous materials.
   - Use of a tag line when hoisting materials to scaffolds.
   - The practice of good housekeeping in order to prevent the accumulation of debris, excess materials, tools or other items that may become a hazard.

2. Training will be conducted annually. With additional training conducted, as circumstances demand, including new and extraordinary job requirements, new regulations or industrial standards and new scaffolding applications. Subcontractors shall submit training documentation to the Company prior to working on scaffold on Company jobsites.

RESPONSIBILITIES OF COMPETENT PERSONS

In addition to the training and awareness listed in the previous section, competent persons will be trained and given authority to erect safe and efficient scaffolding.

Duties include:

1. Continued experience with specific type of scaffolding under direct supervision (either by training or professional experience).

2. Continued familiarity with all applicable regulations and industrial standards.

3. Recognition that any wood pole scaffolding over 60 feet in height must be designed by a qualified engineer with expertise in the application and following the engineering specifications exactly.

4. Recognition that any tube and coupler scaffolding over 125 feet in height must be designed by a qualified engineer with expertise in the application and following the engineering specifications exactly.

5. Daily inspection of all scaffolding applications, including assembly, guardrails, toe boards, mesh screens, protection of workers from overhead hazards, planking, bracing, work practices, housekeeping etc. Utilizing attachment 4, "Daily Scaffold Safety Checklist".

6. Enforcement of all applicable company rules (including this plan) in the use of scaffolding.

Section 12 - POWERED INDUSTRIAL TRUCKS

See Attachment 5 Powered Industrial Truck Checklist

On December 1st, 1998, the Occupational Safety and Health Administration (OSHA) published a standard that revised the existing requirements and issued new requirements to improve the training of powered industrial truck operators. This new standard is intended to reduce the number of injuries and deaths that occur as a result of inadequate operator training.

PURPOSE

In accordance with the powered industrial truck standard found in 29 CFR 1910.178, the Company here by designates the procedures in this plan to be followed in order to provide a safe working environment in the warehouse, and to ensure the safe operation of:

- Powered Industrial Trucks
- Powered pallet jacks
- Stackers
- Other material handling equipment

All employees must successfully complete a training course before operating any type of equipment, and re-certified every three years thereafter.

SUPERVISORY RESPONSIBILITIES

The Company's competent person or his designated representative is responsible for administering this program and complying with all federal, state and local regulations on powered industrial truck safety. He will maintain training records and provide initial and re-certification for powered industrial truck training. In addition he will assess the driving skills of all employees authorized to operate material handling equipment at our facility and workplaces.

Each competent person will be responsible for seeing that only trained employees are allowed to operate material handling equipment (powered industrial trucks).

MAINTENANCE, FUELING AND REPAIR

1. All powered industrial trucks and material handling equipment must be kept clean and free of excess dirt, oil and grease.

2. Do not operate powered industrial truck or material handling equipment in need of repair until repairs are completed. The equipment must be labeled or tagged: **OUT OF SERVICE, DO NOT USE.**

3. After repairs are completed, powered industrial trucks and material handling equipment must be tested to assure safe operation.

4. Powered industrial trucks and material handling equipment power must be turned off when refueling.

5. **NO** fuel tanks will be filled while the engine is running.

6. Oil and fuel spilled on the ground during filling will be cleaned up immediately.

7. Equipment will be provided to safely flush spilled fuel and battery acid in accordance with the MSDS.

8. Eyewash equipment will be maintained in all fueling areas.

9. The following items are **PROHIBITED** within 50 feet of all fueling areas:

   - Eating
   - Smoking
   - Open flames
   - Sparks

OPERATOR SAFETY AND TRAINING

1. Only trained operators are authorized to operate powered industrial trucks and material handling equipment. Operators are only authorized to operate the type of equipment they have been trained on.

2. Powered industrial truck and material handling equipment operators must:

   - Use seatbelt at all times.
   - Comply with all federal, state, local and company rules and regulation for operating equipment.
   - Inspect equipment at the beginning of each new shift, including completion of an inspection checklist.
   - Perform a daily walk around the warehouse to identify and document any new and existing hazards.
   - Immediately report any maintenance problems or malfunctions to their competent person.

3. All powered industrial trucks and material handling equipment checklists are located in the warehouse office. (Contact the business office for additional copies).

4. Unauthorized personnel are not permitted to ride on a powered industrial truck or other material handling equipment. A passenger seat must be provided in order for someone other than the operator to ride on the equipment.

5. In hazardous locations, only specially approved powered industrial trucks and material handling equipment will be used.

6. An overhead guard must be used to protect the operator from falling objects unless operating conditions do not permit doing so.

7. Special precautions apply to powered industrial trucks and material handling equipment that is unattended. Equipment will be considered unattended whenever:

    - The operator is 25 feet or more away; or the powered industrial truck or material handling equipment is not in clear view of the operator.

    When equipment is left unattended, the operator must:

    - Put the equipment in neutral
    - Set the emergency brake
    - Turn the power off
    - Block the wheels (if equipment is parked on an incline)
    - Lower forks to the ground level

8. Employee training will consist of on-the-job and classroom training using either company owned or leased equipment, followed by a written examination. Employees will receive additional training, as equipment and conditions change.

9. Operators will be selected, based on their knowledge of the equipment, skill in handling the equipment and their ability to recognize hazards.

GENERAL RULES OF EQUIPMENT OPERATION

1. No employee will be lifted by the powered industrial truck or other material handling equipment unless a properly constructed safety platform-meeting manufacturer's specification for the intended use is firmly secured to the lifting carriage or forks. The operator should remain at the controls at all times while an employee is being lifted.

2. Powered industrial trucks or material handling equipment will be operated at a reasonable and prudent speed at all times that shall allow for safe stopping.

3. When more than one powered industrial truck or piece of material handling equipment is being operated, at least three truck lengths will be maintained between pieces of equipment.

4. Powered industrial trucks and other material handling equipment will be kept under control at all times.

5. The operator will keep a clear view of the path of travel. At corners or when vision is obscured, the operator will slow down and sound the horn.

6. Only stable and safely arranged loads that are within the powered industrial trucks or material handling equipment's rated capacity will be handled.

7. If a load obstructs or blocks the operator's view, the powered industrial truck or material handling equipment will be driven backwards.

8. Loaded powered industrial trucks and material handling equipment will be driven with the load upgrade when traveling on an upgrade or decline of more than 10%.

9. When powered industrial truck or material handling equipment is used to remove materials from truck trailers, employees must:

   - Set the brakes on the trailer.

   - Place wheel chocks under the wheels.

10. Dock boards or bridges will be properly secured before they are driven upon.

11. Seatbelts will be used at all times while operating a powered industrial truck.

Section 13 - BLOODBORNE / AIRBORNE PATHOGENS

PURPOSE

Employees throughout the construction industry are sometimes called upon to perform many tasks. The purpose of this plan is to detail those procedures to be followed in the event an employee comes in contact with body fluids from another individual. Should a friend or co-worker become ill or injured in the work place it is human nature to want to help. Prior to helping, the employee should take a few seconds and assess the situation, thinking about his/her own safety and follow the procedures set down in this policy.

EXPOSURE CONTROL

The Occupational Safety and Health Act (OSHA) 29CFR 1910.1030, requires that an employee exposed to blood and other infectious materials must be advised of the hazards associated with the exposure to potential bloodborne pathogens, and be trained in how to guard against those hazards. Instruction must be provided to employees as to the potential risks involved, with that training being documented following each session.

Employees shall be allowed access to this Bloodborne Pathogen Safety Program and to information regarding any specific tasks in their assigned work areas where they may be exposed to any blood or other bodily fluids at all times. All questions relating to the program should be directed to The Company or their Authorized Agent.

EMPLOYEE TRAINING PROGRAM

All new and present employees will be provided with information on the requirements of the Bloodborne Pathogen Safety Program, the hazardous tasks present in their work place, and the potential health risks of these tasks. This requirement must be met through orientation sessions for all new employees prior to assignment to a work site and through periodic refresher training for all employees thereafter. The information and training shall include identification of the risks and symptoms of exposure to Bloodborne Pathogens and how to determine the presence of blood or other infectious materials in the work place. Proactive training must also be included on methods to reduce or prevent the exposure to blood and other infectious materials such as; control procedures, work practices, or personal protective equipment. In addition, employees shall be trained in procedures to follow in the event of an exposure to blood or other infectious materials.

When a task involves the handling of blood and other infectious materials, employees must know how those materials are to be contained, labeled and properly disposed of. The necessity for housekeeping and personal hygiene techniques, including hand washing, shall be emphasized. Employees must have the opportunity to ask questions and obtain answers from the trainer who must be knowledgeable in the subject matter.

All containers of blood and other infectious materials shall be properly labeled and controlled until delivered to an authorized disposal facility for incineration or decontamination by legally approved methods. Arrangements may be made with a local hospital to receive and dispose of limited quantities of these regulated wastes in cases of

First-aid treatment. The Company's competent person and/or Authorized Agent shall be responsible for the proper disposal of all regulated wastes generated by the Company.

HAZARDOUS NON-ROUTINE TASKS AND NEARBY WORK

In the event an employee is assigned to perform a non-routine task or is assigned to work in an area where a non-routine task is being performed, the employee will be given additional information and training related to the hazard that may be encountered in the non-routine task. This information and training will be provided as described elsewhere in this program by the first-line supervisors, the Company's competent person or a trainer who must be knowledgeable in this subject. The information will include the specific hazards of the task, the controls and the types of personal protective equipment required. Additional information shall include how to use the equipment, the nature of other work being performed in or near the non-routine task, and any emergency procedures required for the task.

Universal Precautions

To ensure that employees who work on tasks involving an exposure to blood and other infectious materials are afforded the greatest protection available, the following policy has been established:

- Prior to starting work on any task involving blood or other bodily fluids (including, but not limited to cleanup of cuts, vomitus, etc.), the Company's competent person and/or Authorized Agent will be notified, and all employees will review these safety precautions. Universal precautions shall be observed. This means treating all blood and other bodily fluids as if contagious. Particular attention shall be given to contaminated sharp objects that may penetrate the skin including, but not limited to, needles, broken glass, the exposed ends of wires, the edge of a metal stud etc. Safe work practices and engineering controls shall be followed diligently, including the provision and use of latex gloves; masks and eye protection; gowns, aprons or specialized clothing where required by established acceptable established safety practices. Hand washing with soap as well as other common hygiene standards shall be taught and strictly adhered to.

- The employer shall ensure that appropriate personal protective equipment in the appropriate sizes is readily accessible at the worksite.

- Trained personnel following approved procedures may clean spills from minor cuts. Tools and any work areas contaminated by blood and other infectious materials shall be cleaned and disinfected with a solution consisting of a 1:10 concentration of chlorine bleach to water. Only trained personnel wearing appropriate personal protective equipment shall perform cleaning tasks.

- Any blood or bodily fluid amounting to regulate waste shall be marked with a biohazard label and a perimeter established around the area. An outside cleaning agency shall be called to decontaminate the area. OSHA 1910.1030 (3) defines regulated waste as liquid or semi-liquid blood or other potentially infectious materials [bodily fluids] that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed.

AUDIT AND REVIEW

It will be the responsibility of the Company and/or Authorized Agent to review this entire Bloodborne Pathogen Safety Program at least annually. The Company's competent person shall revise and update the material contained herein to reflect all changes in the management, disposal, storage and handling of blood and other infectious materials generated at any workplace. It will be the further responsibility of the competent person to periodically audit procedures in use on tasks identified as exposing employees to blood and other infectious materials so that they meet the requirements as set forth in the written company safety policies.

HEPATITIS "B" VACCINATION

Hepatitis "B" vaccinations shall be made available to all employees who have an occupational exposure to blood or other infectious materials within 10 working days of assignment, at no cost, at a reasonable time and place. Vaccinations shall be administered under the supervision of a licensed physician or health care professional according to the latest recommendations of the U. S. Public Health Service (USPHS). Prescreening may not be required as a condition of receiving the vaccine. Employees must sign a declination form if they choose not to be vaccinated. However they may at a later time opt to receive the vaccine at no cost. Should booster doses be recommended by the USPHS, they will be offered to those employees affected by the exposure.

POST-EXPOSURE EVALUATION AND FOLLOW-UP

Vaccinations and follow up evaluations must be made available to all employees who have had an exposure incident at no cost to the employee. An accredited laboratory shall conduct any laboratory test. Follow-up procedures shall include a confidential medical evaluation documenting the circumstances of the exposure, identifying and testing the source if feasible, testing the exposed employee's blood with the employee's consent, post-exposure prophylaxis counseling, and evaluation of reported illnesses. Health care professionals shall be provided with all specific information to facilitate the evaluation and their written opinion on the need for hepatitis "B" vaccination following the exposure. Information such as the employee's ability to receive the hepatitis "B" vaccine must be supplied to the employer.

ALL DIAGNOSES SHALL REMAIN CONFIDENTIAL.

RECORDKEEPING

Medical records shall be maintained on each employee with occupational exposure to blood and other infectious materials for the duration of employment plus 30 years. Medical records shall be made available to employees upon formal request.

Section 14 - RESPIRATORY PROTECTION

Some of the most common workplace hazards to employee health is the lack of oxygen and the presence of harmful dusts, fogs, smoke, mists, fumes, gasses, vapors, or sprays including substances that may cause cancer, lung impairment, other diseases, or death. Respirators are necessary to prevent the entry of harmful substances into the lungs during breathing. Some respirators also provide a separate supply of breathable air so work can be performed where there is inadequate oxygen, or where greater protection is needed.

The prevention of atmospheric contamination at the workplace generally should be accomplished as far as feasible by engineering control measures, such as exhausting the contaminant, or substituting with less toxic materials. However, when effective engineering controls are not enough to contain the hazard completely, appropriate respirators must be used.

PURPOSE

This respirator program lays out standard procedures to ensure the protection of all employees from respiratory hazards, through proper selection and use of respirators. This program is in accordance with the requirements of the OSHA regulations contained in Title 29 CFR 1910.134.

The Company's competent person and/or Authorized Agent are responsible for all facets of this program and have full authority to make necessary decisions to ensure success of this program. This authority includes the implementation and development of policies and the purchasing of equipment necessary to implement and operate the program. The Company's competent person or his designated representative will develop written detailed instructions covering each of the basic elements in this program, and is the sole person authorized to amend these instructions.

RESPIRATOR SELECTION

Respirators will be selected on the basis of hazards to which the employee is exposed. The Company's competent person or his designated representative will approve all selections. Only MSHA/NIOSH-certified respirators will be selected and used. Where practicable, the respirators will be assigned to individual employees for their exclusive use. The Company's competent person or his designated representative will approve and enforce detailed operating procedures governing the selection and use of respirators using the NIOSH respirator decision logic as a guideline. Outside consultation, manufacturer's assistance, and other recognized authorities shall be consulted if there is any doubt regarding proper selection and use. These detailed procedures will be included as appendices to this respirator program.

TRAINING AND USE

Employees will be instructed and trained in the proper use of respirators and their limitations. Both supervisors and employees will be so instructed and trained. Training should provide the employee with the opportunity to handle the respirator, have it fitted properly, test its face-to-face seal, wear it in normal air for a long familiarity period, and finally to wear it in a test atmosphere. Every respirator wearer will receive fitting instructions, including

demonstrations and practice in how the respirator should be worn, how to adjust it, and how to determine if it fits properly.

Respirators should not be worn when conditions prevent a good face seal. Such conditions may be beard growth, sideburns, and a skullcap that projects under the face-piece or temple pieces on glasses. **No employees of this company, who are required to wear respirators, may wear beards or any facial hair that interferes with the proper seal of the respirator.** Also the absence of one or both dentures can seriously affect the fit of a face-piece.

The diligence of employees in observing these policies will be evaluated by periodic checks. To assure proper protection, the wearer will check the face-piece fit each time he/she puts on the respirator. Following the manufacture's face-piece fitting instructions will do this.

All employees shall wear respirators when working on or around tar pots, or when working with any other substance that may present a respiratory hazard.

INSPECTION, CLEANING, MAINTENANCE, AND STORAGE

Respirators will be regularly cleaned and disinfected. Those issued for the exclusive use of one employee will be cleaned after each day's use, or more often if necessary. Those used by more than one employee will be thoroughly cleaned and disinfected before and after each use. The competent person will enforce the respirator cleaning and maintenance instructions recommended by the manufacturer.

Respirators used routinely will be inspected during cleaning. Worn or deteriorated parts will be replaced.

The Company's employees will refer to manufactures instructions and specifications on respirators.

WORK AREA SURVEILLANCE

Appropriate surveillance of work area conditions and the degree of employee exposure and/or stress will be maintained, in writing. During safety audits and at other opportunities the Company will make inspections of the areas where respirators are in use to ensure compliance to this respiratory protection program.

PROGRAM EVALUATION

There will be regular inspections and evaluations to determine the continued effectiveness of this program. The Company's competent person will conduct frequent inspections of all areas where respirators are used to ensure compliance with this respiratory protection program.

Employees will not be assigned to tasks requiring the use of respirators unless it has been determined that they are physically able to perform their assigned task and use the equipment. The Company's competent person, or his designated representative, will ensure the qualified medical personnel evaluate each employee required to use a respirator by completing the medical questionnaire, and conducting a pulmonary examination. Each employee required to use a respirator during the course of his/her employment shall be reevaluated annually.

AIR QUALITY STANDARDS

All company employees as required by the OSHA and EPA standards and regulations shall maintain air quality standards.

Section 15 - DRIVER SAFETY

See Attachment 15 "Work Zone Hand Signals"
See Attachment 16 "Proper Procedures for Hand Signal Devices"

Inspections

It is the responsibility of every driver to perform pre and post-trip inspections on any company owned vehicle they operate. This includes towed or trailer units. Operating a vehicle that has been deemed undrivable due to unsafe mechanical conditions by a mechanic or management will result in disciplinary action to include possible termination of employment.

Loads

It is the driver's responsibility to ensure that loads on or in their truck is secure before operating any company vehicle on a public highway.

Drivers / Passengers

At no time will anyone under the age of 21 be permitted to operate a company vehicle, without specific prior approval from an Authorized Agent of the Company. Company vehicles are to be used for Company business only.

Driver and all passengers will wear seat belts at all times while any company vehicle is in motion. Passengers shall be permitted only in areas designated for occupancy by the vehicle manufacturer, and in accordance with the vehicle's specifications. Only employees of the Company or authorized personnel are permitted to drive or ride in any company vehicle. At no time is any person permitted in the cargo area of a vehicle while that vehicle is in motion.

To drive a company vehicle or your personal vehicle on company business:

1. You must be authorized by way of job description, title or temporarily for particular company business.
2. You must have the appropriate, valid driver's license and must not have more than 14 points as determined in the "Can't Drive List" on page 69, during the last 36 month period based on your Department of Motor Vehicle record.
3. You must be satisfied that the vehicle is in safe operating condition.
4. You must be able to drive the vehicle safely.
5. You must comply with ADOT safety regulations and the Company's Fleet Safety Rules.
6. Company vehicles are to be used for company business only.

Transporting employees in the cargo area of company trucks will be permitted only in construction zones and under the following conditions:

- They must be employees of the Company who are assigned to the specific project where they are being transported. The employees must be sitting down, with arms and legs completely inside the cargo area.

- Transporting employees in this manner is permitted only within the workplace and not permitted outside the workplace limits at any time.

Traffic Laws

It is the responsibility of every driver to know, understand, and comply with all Federal, State and local laws governing the operation of motor vehicles. At no time will any employee be allowed to operate a company vehicle if they are not properly licensed to do so. When operating a company vehicle on a workplace, the maximum speed shall be as posted, or as reasonable and prudent for conditions.

All violations received while operating a company owned vehicle must be reported to your immediate supervisor as soon as possible following the incident. All collisions regardless of nature must be reported. Any violation that could change the status of your operators permit must be reported to your immediate supervisor immediately. Failure to do so may result in disciplinary action.

The Company may not represent you or pay any fine levied where negligence on your part has contributed, whether wholly or in part, to any collision or citation (i.e. speeding, running a red light, unsafe lane change, failure to signal, operating under the influence of any mind-altering substance, including prescription drugs).

Drugs and Alcohol

The Company has a Substance Abuse Policy in place. All provisions of that policy apply to this section. At no time will any employee be permitted to operate any company owned vehicle while under the influence of drugs or alcohol. This includes any mind-altering prescription medication, medication that may alter or slow the decision-making process or medication, which comes with a warning to not operate heavy machinery while under its influence.

Anyone found driving a company owned vehicle while under the influence of any drug is subject to immediate termination.

Collisions

In the event of a collision:

a) Check on welfare of all individuals involved.

b) Render aid if necessary to the best of your training and ability.

c) Call for the police (and medical help if necessary).

d) Notify the company business office immediately.

e) Exchange appropriate information with other drivers.

f) Obtain a copy of the police report.

g) Complete a detailed written report and submit necessary information within 12 hours.

***Never admit guilt or discuss the incident with anyone other than an on-duty police officer,** the Company **Management representative, or Authorized Agent of the Company.**

The Company reserves the right to enforce special condition mandates as deemed necessary.

Can't Drive List

The following Motor Vehicle Point system shall be used for purposes of calculating driving record points:

POINTS	VIOLATIONS
20 each	License Suspension
20 each	Criminal Traffic Conviction, Homicide, Assault or Felony arising from the operation of a vehicle.
20 each	Driving under the influence (DUI)
20 each	Major violation i.e., reckless driving, endangering the lives of others, racing, hit and run.
6 each	At Fault, bodily injury collisions.
10 each	Speeding over 5 miles per hour over the posted speed limit.
5 each	Any "standard" violation (i.e. failure to yield right of way, traffic light, stop sign, improper passing, failure to signal, driving too fast for conditions or failure to keep right.)

Personnel, whose driving records identify them as unacceptable risks according to our insurance carrier, are also prohibited from driving.

Personnel that driver's license are not valid, have expired, or have been suspended or revoked are further prohibited from driving any private vehicle onto any company owned or operated facility, including temporary construction sites.

Personnel with a Department of Motor Vehicle issued to-and-from work permit will be allowed access to designated employee parking.

Commercial Driver Program

You must have a CDL to operate:

- A single vehicle with a gross vehicle weight rating (GVWR) of more than 26,000 pounds.
- Any combination of vehicles with gross vehicle weight rating of more than 26,000 pounds.
- A truck with a gross vehicle weight rating of over 26,000 pounds, pulling a trailer with a gross vehicle weight rating of over 10,000 pounds.
- Any size vehicle that requires hazardous materials placards.

Heavy Equipment Operation

Only trained and authorized personnel shall operate any heavy equipment. Before operating or moving such equipment, the operator shall walk around the equipment and familiarize him or herself with any obstacles or hazards. When working in an area around pedestrians, the operator shall make eye contact and direct communication with a designated spotter to confirm no one is in the way of the movement.

EXHIBIT A – FLEET SAFETY RULES

Motor Vehicle Safety

The following are safe driving rules, which are included in the Company's Fleet Safety Program:

1. Do not take chances. To arrive safely is more important than to arrive on time.
2. Drivers should be mentally and physically rested and alert prior to each trip.
3. Drinking of alcoholic beverages while driving, or driving while under the influence of alcohol or restricted drugs is prohibited.
4. Drivers must have a valid driver's license for the type of vehicle to be operated, and keep the license(s) with them at all times when driving.
5. Traffic laws must be obeyed.
    a. Speed shall never be faster than a rate consistent with existing speed laws and road, traffic and weather conditions. Posted speed limits must be obeyed.
    b. Never attempt to exercise the right-of-way; always let the other driver go first.
    c. Keep to the right except when overtaking slow-moving vehicles, or when getting into a position to make a left turn.
    d. Never follow another vehicle so closely that you will not be able to make a safe stop under any conditions. Observe Timed Interval and Following Distance guidelines.
    e. Turn signals must be used to show where you are heading, while going into traffic and before every turn or lane change. Remember, signaling intentions neither gives the driver the right of way, nor guarantees a safe lane change.
    f. Slow down and watch for children in school zones.
6. Vehicles are to be driven by authorized drivers only.
7. Do not give rides to hitchhikers or strangers.
8. Drivers and passengers shall always wear seat belts.
9. Check your vehicle daily before each trip, and check the vehicle visually each time before driving. Check lights, tires, brakes, and steering particularly. An unsafe vehicle should not be operated until repairs are made.
10. Drivers must report all collisions and violations immediately, as required by law and company rules.

WORK AREA TRAFFIC CONTROL

Construction and maintenance activities on roads and streets often present motorists with unexpected and unusual situations. Principles and procedures, which may enhance the safety of motorists and workers at work areas, include the following:

- Traffic and safety should be an integral and high priority element of every project from planning through design and construction.
- Traffic should be routed through work areas with geometrics and traffic control devices comparable to those employed for normal highway situations, insofar as possible.
- Traffic movement should be restricted as little as practicable.
- Motorists should be guided in a clear and positive manner while approaching and driving through work areas.
- Routine inspection of traffic control elements should be performed to insure acceptable levels of traffic operations and device maintenance.
- All persons responsible for the development, design, implementation, and inspection of traffic control shall be adequately trained.

SIGN FUNCTIONS AND DESIGNS

Construction, maintenance and utility signing makes use of the same three major categories as do other signs; namely regulatory, warning, and guide signs. Many signs other than those developed especially for construction activities will find applications at work zones. Special construction signs follow the same basic standards as for all highway signs as to shape.

Regulatory Signs

Regulatory signs impose legal obligations and/or restrictions on all traffic. Therefore, it is essential that the public body or official having jurisdiction over the road system being worked on authorize their use. If operations require regulatory measures different from those normally in effect, the existing permanent regulatory devices must be removed or covered, and superseded by appropriate temporary regulatory signs.

Regulatory signs are generally rectangular with their longer dimension vertical, and carry a black legend and border on a white background, referred to as black on white. There are a few variations to this basic shape and color scheme. For example, the STOP, YIELD, WRONG WAY, and DO NOT ENTER signs are all white on red and have different shapes.

Enhancing sign target value

The target value of construction signs is greatly enhanced by placing flashing lights immediately above or below the signs. Two type A flashing lights on each sign are effective for nighttime use. A type B high intensity flashing light should be used to improve the effectiveness of a sign both day and night.

For maintenance and utility daytime operations, sign target value is increased by attaching orange flags above and to either side of the sign.

CHANNELIZING DEVICES AND BARRIERS

Definitions and functions

The functions of channelizing devices are to warn and alert drivers of hazards created by construction activities in or near the traveled way, and to guide and direct drivers safely past the hazards. Channelizing devices should be placed to provide a smooth and gradual transition in moving traffic through the work zone.

Barricades, vertical panels, drums and cones are the most commonly used channelizing devices. When so used, they are placed in series and perform their function visually.

Barriers, on the other hand, are intended to physically prevent vehicular penetration from the traveled way to areas behind the barrier. They may provide the additional function of channelization.

DESIGN CHARACTERISTICS AND APPLICATIONS

Barricades

Barricades consist of one, two, or three horizontal reflectorized rails, and are classified as Type I, Type II, Type III, respectively. Markings for construction barricades shall be alternate orange and white stripes sloping downward at a 45-degree angle towards the direction to which traffic is to pass. Barricades with stripes that begin at the upper right and slope downward to the lower left are designated as "right" (R) barricades, meaning that they are to be placed on the right side of the traveled way with traffic passing to the left. Conversely, barricades with stripes sloping downward to the right are designated "left" (L).

Type II or I barricades are used where traffic is maintained through a work zone. They may be used either singly or in groups to mark a specific hazard, or they may be used in a series for channelizing traffic. When a road section is closed to traffic, Type III barricades shall be erected at the point of closure. When barricades are used on expressways or other high-speed roadways, they must have a minimum of 270 square inches of reflective area facing traffic.

Vertical Panels

Vertical panels may be used for channelization, and are particularly appropriate for traffic separation or in other locations where lateral space is restricted.

Drums

The marking drums shall be horizontal, circumferential orange and white reflectorized stripes 4 to 8 inches wide. There shall be at least two orange and two white stripes. If there are non-reflective spaces between the reflectorized stripes, they shall be no more than 2 inches wide.

Drums are highly visible devices and have a good target value. They give the appearance of being formidable obstacles and, therefore, command the respect of motorists. Plastic drums are available which are relatively soft when impacted. The use of metal drums is not permitted.

Cones and tubes

Traffic cones and tubular markers must be a minimum of 18 inches in height on low speed roadways. On freeways and other high-speed roadways with a speed of 45 mph or greater and on all roadways at night, minimum 28 inch cones are required.

Cones and tubes are primarily applicable for daytime use at maintenance and utility work areas, but they also are effective for short-term nighttime operations when properly reflectorized.

Requirements for nighttime use

For nighttime use, all types of channelizing devices must be reflectorized.

When barricades, vertical panels and drums are used at night, warning lights should be added to increased visibility and attention getting characteristics. Use flashing lights on devices placed at a point to indicate a hazard. Use steady burn lights when devices are placed in a series for channelization.

When used at night, cones and tubes shall be reflectorized, internally lighted or equipped with lighting devices.

Ballasting

Devices used on high-speed roadways and in other situations where they are susceptible to overturning in the wind should be ballasted with sandbags placed at or near ground level. Bags may be placed on lower parts of the frame of stays, but must not be placed upon any reflectorized panel. Rigid stay bracing to hold the barricade in the open position is prohibited.

Drums may be ballasted with loose sand, but not to an extent that would make them hazardous to motorists. Drain holes should be installed to prevent water from accumulating and freezing.

When cones or tubes are used, precautions are necessary to assure that they will not be blown over or displaced. This need is particularly critical when these devices are placed immediately adjacent to a lane of moving traffic. In some cases, it may be necessary to double the cones, use special weighted bases or install weights such as sand bag rings that can be dropped over cones.

In general, cones and tubes are appropriate for maintenance and utility operations, where a crew is on site to maintain the position of the devices. The large channelizing devices are more suitable for construction and other long-term applications, where the site is often unattended for periods of time.

PORTABLE BARRIERS

Barrier applications

Barriers are used in work areas to:

- Separate opposing traffic.
- Prevent vehicles from entering especially hazardous areas.
- Provide positive protection for workers.
- Protect roadway elements, such as piers.

The most common barrier used in work zones is the portable concrete barrier, generally referred to as a New Jersey barrier.

A barrier shall not be used for a lane closing taper, as it would provide no recovery area for a vehicle that cannot find a gap in which to merge. For such applications, the lane should first be closed with a taper using a series of channelizing devices along the taper, and then the barrier may be introduced on a short taper.

Barrier placement

Barriers are designed to accommodate vehicular impacts at small angles, generally at angles of 15 degrees or less. Therefore, barriers should be installed essentially parallel to the direction of traffic and within 12 feet of the traveled way. When these guidelines cannot be met, a line of channelizing devices should be installed to direct traffic away from the barrier.

The individual pieces must be connected or interlocked to act as a continuous chain. They are usually not fastened down, but where some displacement is not acceptable upon impact, they should be bolted to the pavement or locked in place with a thin pavement overlay.

The upstream end of a barrier should be flared away from the adjacent travel lane, or a crash cushion should be installed at the exposed end. A ramped end section may be used only on low speed roadways, as the ramp may cause a vehicle to roll at high speeds.

TAPER LENGTHS AND DEVICE SPACING

Taper Types and Lengths

A taper is placed at an angle with a permanent traffic lane to move traffic out of its normal travel path. There are five type of tapers used at work zones, each having a different criteria.

Merging Taper

A merging taper is used to close a lane on a multi-lane roadway and to direct traffic to merge into the adjacent traffic lane. Adequate length must be provided for motorists to locate a gap in the adjacent traffic stream and to move into it.

The minimum desirable length for this taper should be computed by the formula L=WxS, where the speed is 45 mph or greater. The formula $L=WxS^2/60$ should be used where the speed is 40 mph or less. In either formula, "L" is the taper length in feet; "W" is the width of the offset in feet; or "S" is the posted speed or the off peak 85-percentile speed, preferably the higher value.

Shifting Taper

A shifting taper is used to move traffic into a different travel way when a merge is not required. The length used is commonly the same as "L" computed in accord with the above formulas, although shorter tapers on the order of 1/2L may be used.

Shoulder Taper

A shoulder taper is used to institute a shoulder closure. A shorter taper is appropriate as compared to lane closure. A length on the order of 1/3L is adequate for freeways and expressways.

Two-way traffic taper

The two-way traffic taper is used to close off one lane of a two lane two-way roadway, usually under flagger control. The function is to resolve potential head on conflict, and a short taper between 50 and 100 feet long should be used.

LIGHTING DEVICES

Warning Lights

Type A Low Intensity Flashing Warning lights are intended to continually warning drivers that they are approaching or proceeding in a hazardous area and are most commonly mounted on barricades, drums, vertical panels, and advanced warning signs.

Type B High Intensity Flashing Warning lights are normally mounted on advance warning signs, high level warning devices, or independent supports. These lights are effective in daylight as well as at night.

Type C Steady Burn lights are used to delineate the edge of the traveled way on tapers, thought work areas, on detour curves, and for other similar situations.

Warning lights are especially useful under adverse weather conditions and on curves and cross streets where headlights may not strike reflective materials.

Flashing lights are effective in attracting a driver's attention, and therefore, provide an excellent means of identifying a hazard. Flashing lights, however, should never be used for delineation; rather steady burn lights shall be sued on barriers, barricades, and other channelizing devices placed in a series for path delineation.

Warning lights shall have a minimum mounting height of 36 inches from the pavement elevation to the bottom of the lens.

Arrow Panels

Arrow panels are intended to supplement other warning devices. With their long-range visibility and dynamic action, they provide additional advance warning distance, command attention and present clear directional information. On high-speed high volume multi-lane roadways, arrow panels should be used for all lane closures. They are also especially useful in mobile and moving operations, except that an indication showing direction shall never be displayed on a lane closure on a two-lane highway.

WORK ZONE OPERATION

Flagging

Since flaggers are responsible for motorist and worker safety, and make the greatest number of contacts with the public, it is essential that competent and responsible persons be selected. Each person assigned to this task shall be adequately trained.

For daytime work, the flagger's vest, shirt, or jacket shall be orange, yellow, yellow-green, or a fluorescent version of these colors. For nighttime work, similar outside garments shall be retroreflective. The retroreflective clothing shall be designed to clearly identify the wearer as a person.

Attachment 11 illustrates the proper procedure for the use of work zone hand signal. More specific information on procedures and equipment can be found in the MUTCD 2000 Millennium Edition manual.

Work Zone Installation and Removal

Because workers may be in exposed positions while installing warning signs and channelizing devices, work zone traffic control devices must be installed in a well-planned, orderly and expeditious manner. Devices are normally installed in sequence moving downstream with traffic. They are then removed in the reverse order, except that a work vehicle shall not back up in an open lane. Thus, as the final step in the removal procedure, the advance warning signs located upstream of the closure area may be picked up in the direction of traffic.

Upon completion of the installation of modification of a work zone, a competent person should evaluate the effectiveness of the traffic control procedure both daytime and nighttime. A well-trained and knowledgeable person should always supervise installation, maintenance and removal of devices.

Work Zone Maintenance

Inspections shall be performed on a regular periodic basis to assure that traffic control devices are clearly visible and properly positioned. Zones left in place overnight should be inspected during the hours of darkness.
Work zone maintenance activities include servicing equipment, replacing batteries and bulbs in lights, cleaning reflective material and lenses, and repairing or replacing damaged or missing devices.

Work Zone Traffic Supervisor

For each project, a well-trained and knowledgeable individual should be assigned the responsibility for traffic control. On construction projects, the contractor should designate a specific person who can be reached on a 24-hour basis for emergency service.

When the responsibility for maintenance and servicing of traffic controls is subcontracted, an employee of the traffic services company should be so named. Many agencies require that an ATSSA "Certified Work zone Traffic Supervisor" be assigned to each project. Such certification requires a prescribed level of training, experience and knowledge of work zone traffic control.

Recordkeeping

Good recordkeeping procedures are important to insure that work is properly performed and to support this position in any subsequent disputes involving payment or liability. Records are needed regarding all office deliveries, work zone installations, modifications or removals and servicing and maintenance activities.

Information to be recorded includes: date, time, weather, location, personnel, equipment used, types and numbers of devices, components replaced, servicing and repair activities. All such appropriate dates should be entered in a neat and orderly manner in diaries, logbooks or forms.

Section 16 - FIRE PROTECTION

See Attachment 18 "Hot Work Permit"
See Attachment 19 "Fire Prevention Checklist"

Responsibility

The Company's competent person or his designated representative is responsible for all facets of this program and has the full authority to make necessary decisions to ensure the success of this program.

Fire Exits

Each workplace shall have at least two means of escape remote from each other to be used in a fire emergency. Fire doors must not be blocked or locked to prevent emergency use when employees are in the buildings. Warehouse aisles must be kept clear of merchandise and debris as not to block travel to exits. Exit routes from buildings shall be clearly marked with signs designating exits. The Company's Authorized Agent will perform inspections monthly and on a random basis.

Portable Fire Extinguishers

Each work place and/or building must have a full compliment of the proper type of fire extinguishers for the fire hazards present. Extinguisher size, placement, and employee training shall be in accordance with 29CFR1926.157.

Employees who may use fire extinguishers must be instructed in the hazards of fighting fire, how to properly operate the fire extinguishers available, and what procedures to follow in alerting others to the fire emergency. The competent person is responsible for the training that is conducted for all employees expected to operate fire extinguishers or assist in employee evacuation. Only approved fire extinguishers are to be used in work places, and they must be kept in good operating condition.

Monthly inspections must be completed and documented on all fire extinguishers. A qualified service company will perform annual servicing of all extinguishers.

Emergency Evacuation Planning

For those situations where evacuation is necessary, employees shall be trained in proper evacuation procedures. In the event of evacuation, all employees will meet outside the building in a pre-determined location and all personnel shall be accounted for. Under no circumstances will anyone re-enter the building for any reason until the fire department has deemed it safe to do so.

The Company will establish the following plan based upon a hazard assessment:

- Evacuation routes and procedures for all employees.

- Procedures for accounting for all evacuated employees.
- Special procedures for evacuating physically impaired employees.
- Procedures for those employees who must remain behind for any reason.
- The means of alerting employees to a fire emergency.
- The means for employees to report emergencies.

In addition, each employee shall familiarize themselves with the closest evacuation route from their work area, as well as a secondary route.

All new or transferred employees must be trained in the emergency evacuation program when beginning their job duties. All employees must be trained in any changes to the plan.

Fire Prevention Plan

Stopping unwanted fires from starting is the most efficient way to handle them. The Fire Prevention Plan is designed to compliment the Fire Evacuation Plan to minimize the frequency of evacuation.

- Flammable materials will be clearly marked and stored in a fire resistant locker. Flammable materials shall be used only in a well-ventilated area and shall be stored at least 50 feet from any ignition source.

- Flammable waste or spills will be cleaned up in accordance with all Federal, State, and Local regulations. At no time will any flammable liquids be poured down a drain or sewer. Any employee aware of such disposal methods will report it to management immediately. In case of a large spill, employees will turn off any ignition sources in the area and close or block any nearby drains. The area will be evacuated and 911 shall be called.

- Smoking, welding, or the use of any other open heat or ignition source is not permitted within 50 feet of any flammable liquid or gas, or in any area where those materials may accumulate.

This written plan will be available for employee review. Heat producing equipment such as burners, heat exchangers, boilers, ovens, stoves, fryers, etc., must be properly maintained and kept clean of accumulations of flammable residues. Heat producing sources will be inspected monthly. All employees will be trained in the potential fire hazards of their jobs and in the procedures listed in the fire prevention plan. All new or transferred employees must be trained in the Fire Prevention Plan when beginning their job duties. All employees must be trained in any changes in the plan.

Work Place Fire Prevention

While on the workplace, employees shall have fire extinguishers available and in good working order for every major work area.

When working in a building or other structure, and in accordance with 29CFR 1926.150, fire extinguishers:

- Shall be provided for every 3000 square feet of floor space.
- Shall be located no more than 200 feet apart.
- Shall be located on every floor.
- Shall be located near stairwell.
- Shall be inspected and logged monthly.

Fire extinguishers shall also be located in the cab of every crane, in company vehicles, and shall be in the immediate vicinity whenever hot work is being performed.

In open work places or when not working in an enclosed structure, fire extinguishers shall be located in competent person's truck and in the equipment trailer.

In case of fire, all personnel should evacuate the area immediately and meet at a pre-designated location.

Section 17 – EXCAVATIONS

In accordance with 29CFR Part 1926, Subpart P, these procedures will be applicable to all employees of the company.

Scope and application: This policy applies to all open excavations made in the earth's surface. Excavations are defined to include trenches.

UNDERGROUND INSTALLATIONS

The estimated location of utility installations, such as sewer, telephone, fuel, electric, water lines, or any other underground installations that are to be encountered during excavation work, shall be determined prior to excavating.

The Company or subcontractor responsible for performance of the duty shall contact utility companies or owners within established or customary local response times, advised of the proposed work, and asked to establish the location of the utility underground installations prior to the start of actual excavation. The record of contact and locating number shall be turned into the Company prior to work commencing. When utility companies or owners cannot respond to a request to locate underground utility installations within 48 hours (unless a longer period is required by state or local law), or cannot establish the exact location of these installations, the employer may proceed, provided the employer does so with caution, and provided detection equipment or other acceptable means to locate utility installations are used.

When excavation operations approach the location of marked underground utility installations, the exact location of the installations shall be determined by means of potholing procedures.

While the excavation is open, underground installations shall be protected, supported or removed as necessary to safeguard employees.

POTHOLING PROCEDURES

- Hand excavates a minimum width of 2 feet on both sides of utility installation markings to a depth of 2 feet minimum below existing ground.
- Excavate with machine in hand dug ditch to a maximum depth of 1.5 feet below existing ground.
- Repeat the above steps excavating to the same minimum distance beyond the utility installation markings to a depth of 4 feet minimum below existing ground.
- Excavate with machine in hand dug ditch to a maximum depth of 3.5 feet below existing ground.
- Continue excavating as detailed above until the utility is located. At depths of 5 feet and below it shall be necessary to either slope the trench or shore in accordance with 29CFR 1926 Subpart P.

ACCESS AND EGRESS

Structural ramps

A competent person shall design structural ramps that are used solely by employees, as a means of access or egress from excavations. Structural ramps used for access or egress of equipment shall be designed by a competent person qualified in structural design, and shall be constructed in accordance with the design. Ramps and runways constructed of two or more structural members shall have the structural members connected together to prevent displacement.

Structural members used for ramps and runways shall be of uniform thickness.

Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.

Structural ramps used in lieu of steps shall be provided with cleats or other surface treatments on the top surface to prevent slipping.

Means of egress from trench excavations: A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are 4 feet (1.22 m) or more in depth so as to require no more than 25 feet (7.62 m) of lateral travel for employees.

Exposure to vehicular traffic: Employees exposed to vehicular traffic shall be provided with, and shall wear; warning vests or other suitable garments marked with or made of reflectorized or high-visibility material.

Exposure to falling loads: No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles are equipped, in accordance with 1926.601(b) (6), to provide adequate protection for the operator during loading and unloading operations.

Warning system for mobile equipment: When mobile equipment is operated adjacent to an excavation, or when such equipment is required to approach the edge of an excavation, and the operator does not have a clear and direct view of the edge of the excavation, a warning system shall be utilized such as barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

HAZARDOUS ATMOSPHERES

To prevent exposure to harmful levels of atmospheric contaminants and to assure acceptable atmospheric conditions, the following requirements shall apply:

Where oxygen deficiency (atmospheres containing less than 19.5 percent oxygen) or a hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas

where hazardous substances are stored nearby, the atmospheres in the excavation shall be tested before employees enter excavations greater than 4 feet (1.22 m) in depth.

Adequate precautions shall be taken to prevent employee exposure to atmospheres containing less than 19.5 percent oxygen and other hazardous atmospheres. These precautions include providing proper respiratory protection or ventilation.

Adequate precaution shall be taken such as providing ventilation, to prevent employee exposure to an atmosphere containing a concentration of a flammable gas in excess of 20 percent of the lower flammable limit of the gas.

When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, testing shall be conducted as often as necessary to ensure that the atmosphere remains safe.

EMERGENCY RESCUE EQUIPMENT

Emergency rescue equipment such as breathing apparatus, a safety harness and line, or a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation.

Employees entering bell-bottom pier holes or other similar deep and confined footing excavations, shall wear a harness with a lifeline securely attached to it. The lifeline shall be separate from any line used to handle materials and shall be individually attended at all times while the employee wearing the lifeline is in the excavation.

PROTECTION FROM HAZARDS ASSOCIATED WITH WATER ACCUMULATION

Employees shall not work in excavations in which there is accumulated water, or in excavations, in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation. The precautions necessary to protect employees adequately vary with each situation, but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline.

If water is controlled or prevented from accumulating by the use of water removal equipment, a competent person to ensure proper operation shall monitor the water removal equipment and operations.

If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains will require an inspection by a competent person. .

STABILITY OF ADJACENT STRUCTURES

Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.

Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to employees shall not be permitted except when:

1. A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure; or

2. The excavation is in stable rock; or

3. A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity; or

4. A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.

5. Sidewalks, pavements and appurtenant structure shall not be undermined unless a support system or another method of protection is provided to protect employees from the possible collapse of such structures.

PROTECTION OF EMPLOYEES FROM LOOSE ROCK OR SOIL

Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of scaling to remove loose material; installation of protective barricades at intervals as necessary on the face to stop and contain falling material; or other means that provide equivalent protection.

Employees shall be protected from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be provided by placing and keeping such materials or equipment at least 2 feet (.61 m) from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both, if necessary.

INSPECTIONS

Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by the competent person prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard-increasing occurrence. These inspections are only required when employee exposure can be reasonably anticipated.

Where the competent person finds evidence of a situation that could result in a possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, exposed employees shall be removed from the hazardous area until the necessary precautions have been taken to ensure their safety.

FALL PROTECTION

Walkways shall be provided where employees or equipment are required or permitted to cross over excavations. Guardrails will comply with 1926.502(b) and be provided where walkways are 6 feet (1.8 m) or more above lower levels.

PROTECTION OF EMPLOYEES IN EXCAVATIONS

Each employee in an excavation shall be protected from cave-ins by an adequate protective system unless:

1. Excavations are made entirely in stable rock; or

2. Excavations are less than 5 feet (1.52 m) in depth and examination of the ground by a competent person provides no indication of a potential cave-in.

Protective systems shall have the capacity to resist without failure all loads that are intended or could reasonably be expected to be applied or transmitted to the system.

SLOPING AND BENCHING

Sloping and benching systems will be in accordance with Title 29CFR 1926 Subpart P, Appendix B.

Sloping or benching for excavations greater than 20 feet deep shall be designed by a registered professional engineer.

MATERIALS AND EQUIPMENT

Materials and equipment used for protective systems shall be free from damage or defects that might impair their proper function.

A registered professional engineer shall design material and equipment used for protective systems for excavations greater than 20 feet deep.

Manufactured materials and equipment used for protective systems shall be used and maintained in a manner that is consistent with the recommendations of the manufacturer, and in a manner that will prevent employee exposure to hazards.

When material or equipment that is used for protective systems is damaged, a competent person shall examine the material or equipment and evaluate its suitability for continued use. If the competent person cannot assure the material or equipment is able to support the intended loads or is otherwise suitable for safe use, then such material or equipment shall be removed from service, and shall be evaluated and approved by a registered professional engineer before being returned to service.

INSTALLATION AND REMOVAL OF SUPPORT

Members of support systems shall be securely connected together to prevent sliding, falling, kick outs, or other predictable failure.

Support systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the support system.

Individual members of support systems shall not be subjected to loads exceeding those, which those members were designed to withstand.
Before temporary removal of individual members begins, additional precautions shall be taken to ensure the safety of employees, such as installing other structural members to carry the loads imposed on the support system.

Removal shall begin at, and progress from, the bottom of the excavation. Members shall be released slowly so as to note any indication of possible failure of the remaining members of the structure or possible cave-in of the sides of the excavation.

Backfilling shall progress together with the removal of support systems from excavations.

ADDITIONAL REQUIREMENTS FOR SUPPORT SYSTEMS FOR TRENCH EXCAVATIONS

Excavation of material to a level no greater than 2 feet (.61 m) below the bottom of the members of a support system shall be permitted, but only if the system is designed to resist the forces calculated for the full depth of the trench, and there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the support system.

Installation of a support system shall be closely coordinated with the excavation of trenches. Sloping and benching systems; employees shall not be permitted to work on the faces of sloped or benched excavations at levels above other employees except when employees at the lower levels are adequately protected from the hazard of falling, rolling, or sliding material or equipment.

SHIELD SYSTEMS

Shield systems shall not be subjected to loads exceeding those, which the system was designed to withstand.

Shields shall be installed in a manner to restrict lateral or other hazardous movement of the shield in the event of the application of sudden lateral loads.

Employees shall be protected from the hazard of cave-ins when entering or exiting the areas protected by shields.

Employees shall not be allowed in shields when shields are being installed, removed, or moved vertically.

Excavations of earth material to a level not greater than 2 feet (.61 m) below the bottom of a shield shall be permitted, but only if the shield is designed to resist the forces calculated for the full depth of the trench, and there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the shield.

SOIL CLASSIFICATION

The competent person shall inspect and classify the soil at the beginning of each workday, or after any conditions occur that may have the potential to change those soil conditions. A daily trenching and excavation log will be filled out each day prior to any employees entering the excavation.

Section 18 - CRANES AND LIFTING

This plan is developed and implemented in accordance with 29CFR 1926, Subpart N.

PURPOSE

Proper procedures must be followed to ensure that crane/lifts and lifting devices handle loads properly, safely, and with maximum efficiency. Prior to the selection, delivery, erection, use or removal of any crane/lift the competent person shall review this section of the company's policy with all employees to ensure and enforce their compliance. The inspection report for the crane/lifts and lifting devices is simply a measure to assure that a competent, authorized person, who shall be the operator, must inspect certain items.

Rated load capacities, operating instructions and special hazard warnings shall be conspicuously posted on all equipment and shall be visible to the operator while he/she is at the control station.

INSPECTION

Daily and annual inspections shall be preformed in accordance with the manufacturer's recommendations and as mandated by OSHA standards. Approved annual inspections shall be preformed on all material lifting devices (i.e. cranes). Annual inspections must be received and reviewed by the Company's competent person prior to arrival of equipment.

Additionally, crane/lift and lifting devices shall be inspected after set up and prior to initial lift, before each shift and after every malfunction or incident.

Daily/annual inspections shall be performed, to include at a minimum, the following items:

1. All control mechanisms for maladjustment interfering with proper operation.
2. All control mechanisms for excessive wear of components and contamination by lubricants or other foreign matter.
3. All safety devices for malfunction or defect.
4. Deterioration or leakage in air or hydraulic systems.
5. Crane hooks with deformation or cracks.
6. Sling and choker strands, fraying or kinking.
7. Electrical apparatus for malfunction, defect, and signs of excessive wear, dirt and moisture accumulation.

RIGGING/LIFTING DEVICES

1. No chain slings are permitted on site.

2. Daily visual inspections are required.

3. Monthly documented inspections required.

4. All defective rigging/lifting devices shall be immediately destroyed and removed from service.

RECORD KEEPING

In addition to documented daily, monthly, and annual inspection records, all records pertaining to crane/lift inspections shall be kept with the crane/lift or in the Company's workplace field office. Valid certificates of insurance shall be retained on file for each crane on site. If during any safety inspection, the operator or competent person cannot produce the required crane/lift sheets, the crane shall be shut down as soon as possible and shall be inspected.

Documentation of daily/monthly inspections must be submitted to the Company's Business Office and made part of the permanent record.

CRANE SELECTION AND SET UP

The operator shall be responsible for selecting a crane/lift of sufficient capacity and with appropriate design features to be suitable for the intended lift. The operator shall comply with the manufacturer's specifications and limitations applicable to the operation of any and all crane/lift devices and derricks. Where manufacturer's specifications are not available, the limitations assigned to the equipment shall be based on the determinations of a qualified engineer competent in this field. Such determinations shall be appropriately documented and recorded and available at the workplace.

Once the appropriate crane/lift has been selected, the operator shall be responsible for obtaining the proper permits to transport the equipment to the site. The operator shall schedule the delivery of the crane/lift with the competent person and local agencies having jurisdiction over routes of transportation and any utilities that may need to be cleared.

At the site the operator shall be responsible for the following:

1. The proper placement of the crane/lift in relationship to the load to be handled and the landing area so as to obtain the best-rated lift capacity.

2. Leveling the crane/lift to within 1 degree of level and reassuring the level a minimum of three times during each 8-hour work shift.

3. The proper placement and use of outriggers for all lifts, except where the manufacturer permits otherwise for assembly of boom only.

4. The determination of stable or unstable ground for footing. Should additional floats, cribbing, timbers or other structural members be needed, they shall be of proper design and sufficient to uniformly distribute the load.

5. The installation and maintenance of crane/lift swing radius protection.

LOAD RATINGS

The operator shall be responsible for making the following determinations.

The weight of all auxiliary-handling devices such as hoist blocks, headache balls, and hooks shall be considered part of the total rigging. Additionally, the weight of all items added to the load at the site must be determined and added to the total weight.

NOTE: Some manufacturers require that the load cable also be considered as part of the total load weight.

GROUND STABILITY

One of the critical factors of proper crane/lift setup is a firm-supporting surface. For maximum capacity, the crane/lift must be level. To maintain a level condition, however, the ground surface must be adequate to support the dynamic load of a working crane/lift. The operator shall consider the following four basic elements:

1. Total Imposed Load - The load on the tires, outrider wheels or tracks is derived from the sum of the gross weight of the crane/lift and the suspended load, the sum. Shock or dynamic (movement) loads (as a result of fast hoisting, lowering, swinging, or wind forces) can exert additional loading. This total load must be considered.

2. Supporting Surface Area - The amount of area in contact with the ground will determine the bearing pressure the crane/lift and load exerts on the soil. When it is determined that the bearing pressure exceeds soil stability. The bearing area of the crane/lift must be increased by the use of cribbing. It is important that cribbing be strong enough to withstand the weight of the crane/lift without major deflection, thus, actually increasing the bearing surface. Cribbing also must be bolted or secured together to prevent slippage and collapsing and be in complete contact with the soil without any voids or unsupportable areas.

3. Bearing Pressure - The bearing pressure on the corner outrigger is a greater percentage of the total imposed load on that outrigger when the load is moving over that corner outrigger. The percentage on each corner will vary depending on the type of crane/lift and operating radius. A good rule to follow is to assume each corner is carrying 85 percent of the load. An example calculation would be:

   = Crane and load - 150 Tons
   = One 2 ft. X 2 ft. Float - 4 SF
   = Assume 85% of load at corner
   = Corner Bearing Pressure - 31.8 Tons/SF
   = (150T/4SF X .85 - 31.8T/SF).

4. Soil Stability - The bearing pressure, described above, must be compared to the load-bearing qualities of the soil. For descriptive purposes, it is convenient to distinguish between three broad groups of soils, including sand and gravel; fine grained soils, including silts and clays; and organic soils including peat. Different soil types give different load-bearing pressure. When setting up a machine, the operator should be able to distinguish between the three groups of soil, the approximate mixture of each, their moisture content, and their depth. The operator must also consider factors such as water tables and distance to excavations, which affect the soil's ability to withstand the pressure without collapsing. Tables are available listing the relative load bearing capabilities of the soil types under static loads. Local building code requirements and the project soil boring logs shall be considered by the operator in evaluating the soil bearing capability prior to erection of a crane/lift.

OPERATOR QUALIFICATIONS

No one other than the personnel listed below shall be in or on the crane/lift during operations:

1. Only fully qualified personnel shall operate cranes and lifting devices.
2. Designated operators will have received training per OSHA requirements. Documentation will be maintained in the company's business office.
3. Designated operators will posses a certification issued by an approving agency.
4. Trainees under the direct supervision of the qualified operator.
5. Inspectors certified for crane/lift inspection.
6. Test and maintenance personnel, when necessary.

OPERATING PROCEDURES

1. The operator shall not engage in any practice that may divert his attention while engaged in crane/lift operations, operate his crane/lift if physically or mentally unfit, taking prescription drugs that may affect judgment, and shall not respond to any signal which is unclear or is given by anyone other than the appointed signal man. ***Exception:*** The operator shall respond to a stop signal given by anyone.

2. The operator shall not permit trainees to make initial lifts. The operator shall perform the first lift to determine lift stability, crane/lift function, and safety in general.

3. The operator shall have final responsibility and control over all crane/lift operations. Whenever there is any doubt as to safety, the operator shall have the authority to stop and refuse to handle loads until safety has been assured.

4. The operator shall be familiar with the crane/lift and its care, the operator's manual, and load charts. He shall be responsible for notifying his supervisor of any needed adjustments or repair's and for logging his findings in the crane/lift log.

5. Upon request, the operator shall demonstrate his ability to determine total load weight and its relationship to the crane/lift load charts.

6. No crane/lift shall be loaded beyond its rated capacity, except for test purposes under controlled circumstances.

7. When loads to be handled are limited by structural competence rather than stability, the operator and competent person shall determine concurrently that the weight of the load is known within plus or minus 5 percent before the load is lifted.

8. Loads shall be attached to the hook by means of slings or other approved devices. No open hooks shall be used for lifts higher than 2 feet. Hooks used for lifts in excess of 2 feet shall have hook safety latches or be safety wired to prevent slings from jumping off the hook.

9. The operator shall not suddenly accelerate or decelerate a moving load.

10. Neither the crane/lift nor any part of the load shall contact any obstructions.

11. The operator shall not swing loads over personnel.

12. The operator shall not permit side loading of booms. Lifts shall be limited to freely suspend loads. Cranes and lifting devices shall not be used to drag loads sideways.

Section 19 - WELDING AND CUTTING

This plan is adopted in accordance with 29CFR 1926 Subpart J.

TRANSPORTING, MOVING, AND STORING COMPRESSED GAS CYLINDERS

1. Valve protection caps shall be in place and secured.

2. When cylinders are hoisted, they shall be secured on a cradle, sling board, or pallet. They will not be hoisted or transported by means of magnets or choker slings.

3. Cylinders shall be moved by tilting and rolling them on their bottom edges, they will not be intentionally dropped, struck, or permitted to strike each other violently.

4. When powered vehicles transport cylinders, they shall be secured in a vertical position.

5. Valve protection caps shall not be used for lifting cylinders from one vertical position to another. Bars shall not be used under valves or valve protection caps to pry cylinders loose when frozen. Warm, not boiling, water shall be used to thaw cylinders loose.

6. Unless cylinders are firmly secured on a special carrier intended for this purpose, regulators shall be removed and valve protection caps put in place before cylinders are moved.

7. A suitable cylinder truck, chain, or other steadying device will be used to keep cylinders from being knocked over while in use.

8. When work is finished, when cylinders are empty, or when cylinders are moved at any time, the cylinder valve shall be closed.

9. Compressed gas cylinders shall be secured in an upright position at all times except, if necessary, for short periods of time while cylinders are actually being hoisted or carried.

    - Oxygen cylinders in storage shall be separated from fuel-gas cylinders or combustible materials (especially oil or grease), a minimum distance of 20 feet (6.1 m) or by a noncombustible barrier at least 5 feet (1.5 m) high having a fire-resistance rating of at least one-half hour.

    - Inside of buildings, cylinders shall be stored in a well-protected, well-ventilated, dry location, at least 20 feet (6.1 m) from highly combustible materials such as oil or excelsior. Cylinders should be stored in definitely assigned places away from elevators, stairs, or gangways. Assigned storage places shall be located where cylinders will not be knocked over or damaged by passing or falling objects, or subject to tampering by unauthorized persons. Cylinders shall not be kept in unventilated enclosures such as lockers and cupboards.

- The in-plant handling, storage, and utilization of all compressed gases in cylinders, portable tanks, rail tank cars, or motor vehicle cargo tanks shall be in accordance with Compressed Gas Association Pamphlet P-1-1965.

PLACING CYLINDERS

1. Cylinders shall be kept far enough away from the actual welding or cutting operation so that sparks, hot slag, or flame will not reach them. When this is impractical, fire resistant shields shall be provided.

2. Cylinders shall be placed where they cannot become part of an electrical circuit. Electrodes shall not be struck against a cylinder to strike an arc.

3. Fuel gas cylinders shall be placed with valve end up whenever they are in use. They shall not be placed in a location where they would be subject to open flame, hot metal, or other sources of artificial heat.

4. Cylinders containing oxygen or acetylene or other fuel gas shall not be taken into confined spaces.

TREATMENT OF CYLINDERS

1. Cylinders, whether full or empty, shall not be used as rollers or supports.

2. No person other than the gas supplier shall attempt to mix gases in a cylinder. No one except the owner of the cylinder or person authorized by him shall refill a cylinder. No one shall use a cylinder's contents for purposes other than those intended by the supplier. All cylinders used shall meet the Department of Transportation requirements published in 49 CFR Part 178, Subpart C, and Specification for Cylinders.

3. No damaged or defective cylinder shall be used.

4. Use of fuel gas. The employer shall thoroughly instruct employees in the safe use of fuel gas, as follows:

    - Before a regulator to a cylinder valve is connected, the valve shall be opened slightly and closed immediately. (This action is generally termed "cracking" and is intended to clear the valve of dust or dirt that might otherwise enter the regulator.) The person cracking the valve shall stand to one side of the outlet, not in front of it. The valve of a fuel gas cylinder shall not be cracked where the gas would reach welding work, sparks, flame, or other possible sources of ignition.

    - The cylinder valve shall always be opened slowly to prevent damage to the regulator. For quick closing, valves on fuel gas cylinders shall not be opened more than 1 1/2 turns. When a special wrench is required, it shall be left in position on the stem of the valve while the cylinder is in use so that the fuel gas flow can be shut off quickly in case of an emergency. In the case of manifolded or coupled cylinders, at least one such wrench shall always be available for immediate use. Nothing shall be placed on top of a fuel gas cylinder, when in use, which may damage the safety device or interfere with the quick closing of the valve.

- Fuel gas shall not be used from cylinders through torches or other devices that are equipped with shutoff valves without reducing the pressure through a suitable regulator attached to the cylinder valve or manifold.

- Before a regulator is removed from a cylinder valve, the cylinder valve shall always be closed and the gas released from the regulator.

5. If, when the valve on a fuel gas cylinder is opened, there is found to be a leak around the valve stem, the valve shall be closed and the gland nut tightened. If this action does not stop the leak, the use of the cylinder shall be discontinued, and it shall be properly tagged and removed from the work area. In the event that fuel gas should leak from the cylinder valve rather than from the valve stem, and the gas cannot be shut off, the cylinder shall be properly tagged and removed from the work area. If a regulator attached to a cylinder valve will effectively stop a leak through the valve seat, the cylinder need not be removed from the work area.

6. If a leak should develop at a fuse plug or other safety device, the cylinder shall be removed from the work area.

FUEL GAS AND OXYGEN MANIFOLDS

1. Fuel gas and oxygen manifolds shall bear the name of the substance they contain in letters at least 1-inch high which shall be either painted on the manifold or on a sign permanently attached to it.

2. Fuel gas and oxygen manifolds shall be placed in safe, well ventilated, and accessible locations. They shall not be located within enclosed spaces.

3. Manifold hose connections, including both ends of the supply hose that lead to the manifold, shall be such that the hose cannot be interchanged between fuel gas and oxygen manifolds and supply header connections. Adapters shall not be used to permit the interchange of hose. Hose connections shall be kept free of grease and oil.

4. When not in use, manifold and header hose connections shall be capped.

5. Nothing shall be placed on top of a manifold, when in use, which will damage the manifold or interfere with the quick closing of the valves.

HOSE

1. Fuel gas hose and oxygen hose shall be easily distinguishable from each other. The contrast may be made by different colors or by surface characteristics readily distinguishable by the sense of touch. Oxygen and fuel gas hoses shall not be interchangeable. A single hose having more than one gas passage shall not be used.

2. When parallel sections of oxygen and fuel gas hose are taped together, not more than 4 inches out of 12 inches shall be covered by tape.

3. All hose in use, carrying acetylene, oxygen, natural or manufactured fuel gas, or any gas or substance which may ignite or enter into combustion, or be in any way harmful to employees, shall be inspected at the beginning of each working shift. Defective hose shall be removed from service.

4. Hose which has been subject to flashback, or which shows evidence of severe wear or damage, shall be tested to twice the normal pressure to which it is subject, but in no case less than 300 p.s.i. Defective hose, or hose in doubtful condition, shall not be used.

5. Hose couplings shall be of the type that cannot be unlocked or disconnected by means of a straight pull without rotary motion.

6. Boxes used for the storage of gas hose shall be ventilated.

7. Hoses, cables and other equipment shall be kept clear of passageways, ladders and stairs.

TORCHES

1. Clogged torch tip openings shall be cleaned with suitable cleaning wires, drills, or other devices designed for such purpose.

2. Torches in use shall be inspected at the beginning of each working shift for leaking shutoff valves, hose couplings and tip connections. Defective torches shall not be used.

3. Friction lighters shall light torches or other approved devices and not by matches or from hot work.

4. Oxygen and fuel gas pressure regulators, including their related gauges, shall be in proper working order while in use.

5. Oxygen cylinders and fittings shall be kept away from oil or grease. Cylinders, cylinder caps and valves, couplings, regulators, hose, and apparatus shall be kept free from oil or greasy substances and shall not be handled with oily hands or gloves. Oxygen shall not be directed at oily surfaces, greasy clothes, or within a fuel oil or other storage tank or vessel.

6. For additional details not covered in this subpart, applicable technical portions of American National Standards Institute, Z49.1-1967, Safety in Welding and Cutting, shall apply.

MANUAL ELECTRODE HOLDERS

1. Only manual electrode holders which are specifically designed for arc welding and cutting, and are of a capacity capable of safely handling the maximum rated current required by the electrodes, shall be used.

2. Any current-carrying parts passing through the portion of the holder, which the arc welder or cutter grips in his hand, and the outer surfaces of the jaws of the holder, shall be fully insulated against the maximum voltage, encountered to ground.

WELDING CABLES AND CONNECTORS

1. All arc welding and cutting cables shall be of the completely insulated, flexible type, capable of handling the maximum current requirements of the work in progress, taking into account the duty cycle under which the arc welder or cutter is working.

2. Only cable free from repair or splices for a minimum distance of 10 feet from the cable end to which the electrode holder is connected shall be used, except that cables with standard insulated connectors or with splices whose insulating quality is equal to that of the cable are permitted.

3. When it becomes necessary to connect or splice lengths of cable one to another, substantial insulated connectors of a capacity at least equivalent to that of the cable shall be used. If connections are effected by means of cable lugs, they shall be securely fastened together to give good electrical contact, and the exposed metal parts of the lugs shall be completely insulated.

4. Cables in need of repair shall not be used. When a cable becomes worn to the extent of exposing bare conductors, the portion thus exposed shall be protected by means of rubber and friction tape or other equivalent insulation.

GROUND RETURNS AND MACHINE GROUNDING

1. A ground return cable shall have a safe current carrying capacity equal to or exceeding the specified maximum output capacity of the arc welding or cutting unit, which it services. When a single ground return cable services more than one unit, its safe current-carrying capacity shall equal or exceed the total specified maximum output capacities of all the units, which it services.

2. Pipelines containing gases or flammable liquids, or conduits containing electrical circuits, shall not be used as a ground return. For welding on natural gas pipelines, the technical portions of regulations issued by the Department of Transportation, Office of Pipeline Safety, 49 CFR Part 192, Minimum Federal Safety Standards for Gas Pipelines, shall apply.

3. When a structure or pipeline is employed as a ground return circuit, it shall be determined that the required electrical contact exists at all joints. The generation of an arc, sparks, or heat at any point shall cause rejection of the structures as a ground circuit.

4. When a structure or pipeline is continuously employed as a ground return circuit, all joints shall be bonded, and periodic inspections shall be conducted to ensure that no condition of electrolysis or fire hazard exists by virtue of such use.

5. The frames of all arc welding and cutting machines shall be grounded either through a third wire in the cable containing the circuit conductor or through a separate wire which is grounded at the source of the current. Grounding circuits, other than by means of the structure, shall be checked to ensure that the circuit between the ground and the grounded power conductor has resistance low enough to permit sufficient current to flow to cause the fuse or circuit breaker to interrupt the current.

6. All ground connections shall be inspected to ensure that they are mechanically strong and electrically adequate for the required current.

7. Operating instructions. Employers shall instruct employees in the safe means of arc welding and cutting as follows:

   - When electrode holders are to be left unattended, the electrodes shall be removed and the holders shall be so placed or protected that they cannot make electrical contact with employees or conducting objects.

   - Hot electrode holders shall not be dipped in water; to do so may expose the arc welder or cutter to electric shock.

   - When the arc welder or cutter has occasion to leave his work or to stop work for any appreciable length of time, or when the arc welding or cutting machine is to be moved, the power supply switch to the equipment shall be opened.

   - Any faulty or defective equipment shall be reported to the competent person.

SHIELDING

1. Whenever practicable, all arc welding and cutting operations shall be shielded by noncombustible or flameproof screens which will protect employees and other persons working in the vicinity from the direct rays of the arc.

2. When practical, objects to be welded, cut, or heated shall be moved to a designated safe location or, if the objects to be welded, cut, or heated cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place, or otherwise protected.

3. If the object to be welded, cut, or heated cannot be moved and if all the fire hazards cannot be removed, positive means shall be taken to confine the heat, sparks, and slag, and to protect the immovable fire hazards from them.

4. No welding, cutting, or heating shall be done where the application of flammable paints, or the presence of other flammable compounds, or heavy dust concentrations creates a hazard.

5. Suitable fire extinguishing equipment shall be immediately available in the work area and shall be maintained in a state of readiness for instant use.

6. When the welding, cutting, or heating operation is such that normal fire prevention precautions are not sufficient, additional personnel shall be assigned to guard against fire while the actual welding, cutting, or heating operation is being performed, and for a sufficient period of time after completion of the work to ensure that no possibility of fire exists. Such personnel shall be instructed as to the specific anticipated fire hazards and how the firefighting equipment provided is to be used.

7. When welding, cutting, or heating is performed on walls, floors, and ceilings, since direct penetration of sparks or heat transfer may introduce a fire hazard to an adjacent area, the same precautions shall be taken on the opposite side as are taken on the side on which the welding is being performed.

8. To minimize the risk of fire in enclosed spaces as a result of gas escaping through leaking or improperly closed torch valves, the gas supply to the torch shall be positively shut off at some point outside the enclosed space whenever the torch is not to be used or whenever the torch is left unattended for a substantial period of time, such as during the lunch period.
9. Overnight and at the change of shifts, the torch and hose shall be removed from the confined space. Open-end fuel gas and oxygen hoses shall be immediately removed from enclosed spaces when they are disconnected from the torch or other gas-consuming device.

10. Except when the contents are being removed or transferred, drums, pails and other containers, which contain or have contained flammable liquids, shall be kept closed. Empty containers shall be removed to a safe area apart from hot work operations or open flames.

11. Drums, containers, or hollow structures which have contained toxic or flammable substances shall, before welding, cutting, or heating is undertaken on them, either be filled with water or thoroughly cleaned of such substances and ventilated and tested. For welding, cutting and heating on steel pipelines containing natural gas, the pertinent portions of regulations issued by the Department of Transportation, Office of Pipeline Safety, 49 CFR Part 192, Minimum Federal Safety Standards for Gas Pipelines, shall apply.

12. Before heat is applied to a drum, container or hollow structure, a vent or opening shall be provided for the release of any built-up pressure during the application of heat.

MECHANICAL VENTILATION

For purposes of this section, mechanical ventilation shall meet the following requirements:

1. Mechanical ventilation shall consist of either general mechanical ventilation systems or local exhaust systems.

2. General mechanical ventilation shall be of sufficient capacity and so arranged as to produce the number of air changes necessary to maintain welding fumes and smoke within safe limits.

3. Local exhaust ventilation shall consist of freely movable hoods placed by the welder or burner as close as practicable to the work. This system shall be of sufficient capacity and so arranged as to remove fumes and smoke at the source and keep the concentration of them in the breathing zone within safe limits.

4. Contaminated air exhausted from a working space shall be discharged into the open air or otherwise clear of the source of intake air.

5. All air replacing shall be clean and respirable.

6. Oxygen shall not be used for ventilation purposes, comfort cooling, blowing dust from clothing, or for cleaning the work area.

WELDING, CUTTING, AND HEATING IN CONFINED SPACES

General mechanical or local exhaust ventilation will be provided whenever welding, cutting, or heating is performed in a confined space. When sufficient ventilation cannot be obtained without blocking the means of access, airline respirators shall protect employees in the confined space. An employee on the outside of such a confined space shall be assigned to maintain communication with those working within it and to aid them in an emergency.

Where a welder must enter a confined space through a manhole or other small opening, means shall be provided for quickly removing him in case of emergency. When safety belts and lifelines are used for this purpose they shall be so attached to the welder's body that his body cannot be jammed in a small exit opening. An attendant with a pre-planned rescue procedure shall be stationed outside to observe the welder at all times and be capable of putting rescue operations into effect.

WELDING, CUTTING, OR HEATING OF METALS OF TOXIC SIGNIFICANCE

Welding, cutting, or heating in any enclosed spaces involving the following metals shall be performed with either general mechanical or local exhaust ventilation.

1. Zinc-bearing base or filler metals or metals coated with zinc-bearing materials

2. Lead base metals

3. Cadmium-bearing filler materials

4. Chromium-bearing metals or metals coated with chromium-bearing materials

Employees will be protected by air-supplied respirators when welding, cutting, or heating in any enclosed space involving:

1 Metals containing lead, other than as an impurity, or metals coated with lead-bearing materials

2. Cadmium-bearing or cadmium-coated base metals

3. Metals coated with mercury-bearing metals

4. Beryllium-containing base or filler metals. Because of its high toxicity, work-involving beryllium shall be done with both local exhaust ventilation and air-supplied respirators.

Employees performing such operations in the open air shall be protected by filter-type respirators; except, those employees performing such operations on beryllium-containing base or filler metals which airline respirators will protect.

Any person with a probable exposure to the same atmosphere as the welders or burners shall be protected in the same manner as the welder or burner.

INERT-GAS METAL-ARC WELDING

Since the inert-gas metal-arc welding process involves the production of ultra-violet radiation of intensities of 5 to 30 times that produced during shielded metal-arc welding, the decomposition of chlorinated solvents by ultraviolet rays, and the liberation of toxic fumes and gases, employees shall not be permitted to engage in, or be exposed to the process until the following special precautions have been taken:

1. The use of chlorinated solvents shall be kept at least 200 feet, unless shielded, from the exposed arc, and surfaces prepared with chlorinated solvents shall be thoroughly dry before welding is permitted on such surfaces.

2. Filter lenses shall protect employees in the area not protected from the arc by screening. When two or more welders are exposed to each other's arc, filter lens goggles of a suitable type, shall be worn under welding helmets. Hand shields to protect the welder against flashes and radiant energy shall be used when either the helmet is lifted or the shield is removed.

3. Welders and other employees who are exposed to radiation shall be suitably protected so that the skin is covered completely to prevent burns and other damage by ultraviolet rays. Welding helmets and hand shields shall be free of leaks and openings, and free of highly reflective surfaces.

GENERAL WELDING, CUTTING, AND HEATING

General welding, cutting, and heating, not involving special conditions or materials may normally be done without mechanical ventilation or respiratory protective equipment. Although, because of unusual physical or atmospheric conditions, an unsafe accumulation of contaminants exists, suitable mechanical ventilation or respiratory protective equipment shall be provided.

1. Employees performing any type of welding, cutting, or heating shall be protected by suitable eye protective equipment.

2. Before welding, cutting, or heating is commenced on any surface covered by a preservative coating whose flammability is not known, a test shall be made by a competent person to determine its flammability. Preservative coatings shall be considered to be highly flammable when scrapings burn with extreme rapidity.

3. Precautions shall be taken to prevent ignition of highly flammable hardened preservative coatings. When coatings are determined to be highly flammable, they shall be stripped from the area to be heated to prevent ignition.

PROTECTION AGAINST TOXIC PRESERVATIVE COATINGS

1. In enclosed spaces, all surfaces covered with toxic preservatives shall be stripped of all toxic coatings for a distance of at least 4 inches from the area of heat application, or air-supplied respirators shall protect the employees.

2. The preservative coatings shall be removed a sufficient distance from the area to be heated to ensure that the temperature of the un-stripped metal will not be appreciably raised. Artificial cooling of the metal surrounding the heating area may be used to limit the size of the area to be cleaned.

Section 20 - CONFINED SPACE

See Attachment 7 "Confined Space Checklist
See Attachment 8 "Confined Space Permit"
See Attachment 9 "Confined Space Entry Review"
See Attachment 18 "Hot Work Permit"

General

In accordance with 29CFR 1910.146 Subpart J, this program outlines the requirements and safety precautions to be taken prior to and during the times employees are in confined spaces. Although the 1910 standards typically apply only to General Industry, OSHA's 1926 Construction Standards do require that our employees be trained in the recognition of hazards they may face, including confined space hazards. With that in mind, we have adopted the 1910.146 program requirements as our own.

A confined space is:

- *A space that an employee can bodily enter to perform work, has limited or restricted means for entrance or exit, and is not designed for continuous employee occupancy. For example a tunnel with only one access point, manhole, attic or crawl space.*

Entry of a confined space occurs when any part of a person's body passes through an entry or opening into the spaces.

There are two (2) types of confined space: **Non-Permit** and **Permit-Required.**

- A *non-permit* confined space is a confined space that does not contain any hazards capable of causing death or serious physical harm, or have the potential for atmospheric hazards (e.g., toxic fumes asphyxiation. flammable gas or vapors, airborne combustible dust, atmospheric oxygen below 19.5 percent or above 23.5 percent.

- A *permit-required confined* space is when it contains or may contain a hazardous atmosphere or contains a material that could swallow up a person, or its structure is such that a person entering could be trapped or suffocated by walls or a downward slope.

Only trained and properly equipped authorized entrants shall be permitted to enter a permit required confined space. An authorized attendant must be assigned to and standing by each confined space while entrants is inside the space.

All employees required to enter confined or enclosed spaces must be instructed in:

- Nature of the hazards

- Necessary precautions to be taken

- Use of protective and emergency equipment

Property owners/managers are typically required (by law) to identify confined spaces under their control, and to classify them as non-permit or permit-required confined spaces. As a rule, however, many spaces we come in contact with may not have been previously identified as confined spaces.

As an employer and an organization firmly committed to the safety of our workers, it is the Company's responsibility to ensure that employees and subcontractors are made aware of hazards, and that any such spaces are identified and meet the following requirements:

- Prior to entry, the Company management will contact the property owner or manager to ascertain any applicable owner-mandated entry procedures, requirements, or history related to those spaces. These procedures will be compared with our own procedures and requirements, and the most stringent will apply. (In some cases, the Company may adopt the owner's procedures, or parts thereof).

- Where confined spaces are found that had not been previously identified by the owner, or where procedures are not available, the Company management will communicate those regulations and our entry procedures to the owner, and shall advise them of their responsibilities under the law – including, potentially, additional costs related to classification of spaces and the development of any specific procedures that may be required for entry.

- All confined spaces will have danger signs posted. Permit-required confined spaces should be identified as such on the sign.

Permit required confined spaces

A confined space shall be deemed "permit required" if one or more of the following criteria are met:

1. It contains or has a potential to contain a hazardous atmosphere.
2. It contains a material that has the potential for engulfing an entrant
3. It has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor that sloped downward and tapers to a smaller cross section.
4. Contains any other recognized serious safety or health hazard.

Atmospheric Testing and Monitoring

Atmospheric testing and monitoring shall be performed prior to entry and periodically as per manufacturers directions throughout the work process. Hazardous gases vary in weight. Therefore, it is necessary to take air samples from the confined space at different levels with properly calibrated equipment. The results of the test shall determine necessary control measures.

Only direct reading instruments shall be used when testing the atmosphere. If the atmosphere is deemed to be oxygen rich, oxygen deficient, or to be otherwise hazardous, employees shall not enter until the appropriate control measures have been taken and the atmosphere is deemed acceptable.

- 19.5% is the minimum acceptable oxygen level for work without an air-supplied respirator.
- Oxygen levels above 21% cause flammable and combustible materials to burn violently when ignited.

If oxygen levels fall below 19.5%, the confined space shall be ventilated or air-supplied respirators shall be used. Forced ventilation shall be accomplished with fresh air only. Pure oxygen shall not be used.

If oxygen levels are above 21%, similar measures shall be taken until the oxygen levels subside to normal. At no time will anyone enter a confined space with an enriched oxygen atmosphere.

- There may be no hazardous atmosphere within the space whenever any employee is inside the space. If there is hazardous atmosphere which can be controlled through forced air ventilation, the continued use of forced air ventilation shall be as follows:
- No employee must enter the space until forced air ventilation has eliminated a hazardous atmosphere.
- Forced air ventilation is directed to ventilate the immediate areas where an employee is, or will be in the space and that it continues until all employees have left the space.
- The air supply for forced air is from a clean source, and does not increase the hazards in the space.
- The atmosphere in the space must be periodically tested, as necessary, to ensure that the continuous forced air ventilation is preventing the development of a hazardous atmosphere in the space.

If a hazardous atmosphere is detected during entry the following procedure must take place:

a. **Each employee must leave the space immediately.** Any violation of this requirement could put you or your employees in grave danger, and will be dealt with severely under the Company Employee Disciplinary Policy.

b. An evaluation will be undertaken to determine how the hazardous atmosphere developed.

c. Steps will be taken to protect employees from the hazardous atmosphere before re-entry.

Management must verify that the space is safe for entry and that appropriate steps have been taken by written certification including the date, location of space, and signature of the person providing certification. This certification is made before entry and available to each employee entering the confined space.

Management must re-evaluate the space if there are changes in the use or configuration of a non-permit confined space that might increase the hazards to those entering the space and if necessary, reclassify it as permit-required confined space. Any such change shall be immediately communicated to the owner/manager of the property.

A space classified by management as a permit-required confined space may be reclassified as a non-permit confined-space if:

a. The permit space poses no actual or potential atmospheric hazard.

b. All hazards in the space are eliminated* without having to enter the space.

The space may be reclassified as a non-permit confined space for as long as the non-atmospheric hazards remain eliminated.

*Control of atmospheric hazards through the use of forced air ventilation is not the same as eliminating the hazards. Management must document the fact that all hazards have been eliminated. If hazards arise after this declassification to a non-permit space, management must re-evaluate the space and determine whether or not it should be reclassified as a permit space.

Protection for External Hazards

All entrances, holes, etc., shall be adequately marked and barricaded to prevent pedestrians, vehicles, etc. from entering, and to prevent entrants from being trapped or injured from falling objects or external hazards.

Sewer Pipe System Inspections

Utilizing a permit, sewer inspections will be completed only by employees trained in entry procedure. Workers that make the inspections must follow the exact procedures.

Workers entering into sewers for inspections must use personal monitors with visual and audible alarms. They should continuously test for oxygen levels, combustible gases, hydrogen sulfide, and carbon monoxide. Broad range sensors may also be used to test toxic levels.

Prior to and during entry communications with weather, fire, and emergency services must be maintained to track surge flow and flooding.

In large bore sewers, workers will be provided with escape SCBA's, waterproof flashlights, two-way radios, and boats.

Prevention of unauthorized entry

All employees in the work area shall be instructed that unauthorized entry is not permitted. This shall be accomplished by training and by posting signs and barricades. Signs shall include a statement similar to the following: "Danger, Permit-Required Confined Space—No Unauthorized Entry Permitted."

Permit system / Permit requirements

At a minimum the entry permit shall be posted at the entry portal so that the entrants can confirm that pre-entry preparations have been completed. The permit shall be retained for at least 1 year following the entry.

The permit shall identify:

- The permit space to be entered
- The purpose of the entry
- The date and the authorized duration of the entry permit
- The authorized entrants within the permit space by name
- The personnel currently serving as attendants
- The name of the entry supervisor, with a space for the signature of the entry supervisor who initially authorized entry
- The hazards of the permit space to be entered
- The measures used to isolate the permit space and to eliminate or control hazards before entry
- The acceptable entry conditions
- The results of initial and periodic tests atmospheric tests, and time of the test
- The rescue and emergency services that can be summoned, and the means that will be used to summon them
- The communication procedures used by authorized entrants and attendants to maintain contact during the entry
- PPE, testing equipment, communications equipment, and rescue equipment to be provided
- Any other information whose inclusion is necessary, given the circumstances of the particular confined space, in order to ensure employee safety
- Any additional permits, such as for hot work that has been issued to authorize work in the permit space

Communication

Communication between the attendant and persons entering into the confined space is necessary. The attendant shall maintain communication with entrants and rescuers at all times while they are in the permit-confined space. This includes the operation of communication devices such as intercoms or walkie-talkies. Verbal communication is acceptable, provided the attendants and entrants can communicate over surrounding noise levels.

Control of Hazardous Energy

Any mechanical and/or electrical equipment shall be isolated in accordance with the Lock-Out/Tag-Out procedures outlined in Section 8. If it is absolutely necessary to work on energized equipment in a confined space, a hot work permit shall be issued and only employees trained in hot work shall enter. Additional precautions shall be taken in accordance with the specific dangers encountered, and it shall be so documented.

Other Employees

If other employees are to perform work in a company - controlled permit space, the Company management must:

a. Inform the other employees that the workplace contains permit space (s) and,

b. That entry into the permit space(s) is permitted only through a permit space program complying with federal regulations, owner requirements, and this company program.

The other employees must also be apprised of the hazards of the permit space, the Company and the owner/manager's experience with the space, and the reason it is classified as a permit space. Any precautions or procedures that the Company has implemented to protect employees working in or near the permit spaces(s) will be communicated to the other employees by the Company management. In addition, the other employees will inform the Company management of the permit space program that their personnel will follow, and of any hazards found or created during the entry operation. At the end of the contractor permit space entry, the subcontractor must be debriefed regarding the permit space program followed, and any hazards the other employees may have found or created in the permit space during entry operations. Any deviations from standard procedure or expectations will be communicated to the owner/manager for their follow-up.

Other Employees and Company Employees Entering

When both the Company and other employees, or owner/manager and the Company-directed employees will be working in or near permit spaces, the Company's management will coordinate entry operations with the other employees and the owner/manager. This coordination will be carried out so that the Company employees, owner/manager employees or other employees do not endanger each other. This applies to all other employees used.

The Company's Permit-Required Confined Space Program

The Company's written program and management commitment has:

a. Implemented measures to prevent unauthorized entry.

b. Provided for the identification and evaluation of the hazards of permit spaces before employees enter them.

c. Developed and implemented the means, procedures; and practices necessary for safe permit space entry conditions including, but not limited to:

1. Specific acceptable entry conditions.

2. Isolating the permit space.

3. Purging, inserting, flushing, or ventilating the permit space as necessary to eliminate or control atmospheric hazards.

4. Providing barriers to protect entrants from pedestrian, vehicular, or other external hazards.

5. Verifying that conditions in the permit space are acceptable for the duration of the authorized entry.

The Company Provided Equipment

The Company will provide the following equipment at no cost to employees, maintain the equipment, and ensure that employees use the equipment properly.

Testing and monitoring equipment to test for:

- Oxygen
- Combustible gases and vapors
- Toxic gases and vapors (see atmospheric test requirements under the training section).

Ventilating equipment needed to obtain acceptable entry conditions.

Communications equipment needed so that the authorized employees in the space (entrants) can communicate with the attendant outside of the space and permit the attendant to:

a. Monitor the entrants.
b. Alert the entrants of the need to evacuate.

Personal protective equipment, as appropriate

Lighting equipment is necessary to enable employees to see well enough to work safely and exit the space quickly in an emergency.

Barriers and shields to protect entrants.

Equipment to aid entry and exit of the space for authorized entrants (e.g., ladders).

Rescue and emergency equipment needed for summoning help and rescuing entrants except equipment provided by rescue services.

Any other equipment necessary for safe entry into and rescue from permit spaces.

The Company will not provide any of the above listed equipment for use solely by the Company personnel.

Where feasible, and where operations require both the Company and a secondary company entry into a space, the Company may allow the secondary company's employees to use the provided equipment, with the stipulations that:

- The secondary company certifies, in writing, that those specific entry personnel have been properly trained, and that;

- Pursuant to the contract between the secondary company and the Company, and any other pertinent documents, the Company shall be held harmless from any legal or regulatory action related to the secondary company use of that equipment.

Rescue

An emergency and rescue plan shall be established in writing, which outlines procedures in the event of an emergency. Rescue procedures shall be established, and rescuers shall be provided with an opportunity to practice rescue procedures at least annually. Attendants shall be instructed not to enter the confined space and to call for help if a rescue is required. A method to summon rescuers and other emergency services shall be established and in working order prior to entry into the space.

Workers that are expected to be members of rescue teams shall be made aware of the hazards that can be encountered in a confined space. They must be provided with the necessary equipment required to enter into the space safely under adverse conditions. Rescue teams shall be trained and qualified in CPR and Basic First Aid.

All appropriate rescue equipment shall be available and set-up prior to workers entering the confined space. When lifelines and tripods are used, all cables and fasteners shall be inspected prior to and following use.

Training

Attendants, entrants, and the entry supervisor shall be trained in proper working and safety procedures involving confined spaces.

The Company management must certify (document) that the training requirements of the regulation have been provided for each employee whose work is covered by the regulations. The certification (documentation) must contain each employee's name, the signature or initials of the trainer and the dates of training.

Training must be provided to each affected employee*

a. Before the employee is first assigned permit space duties.

b. Before there is a change in the employees duties.

c. Whenever there is a change in permit space operations that presents a hazard that the employee has not been trained for.

d. Whenever the Company management has reason to believe that either there are deviations from permit space entry procedures, or that there are inadequacies in the employee knowledge of, or use of the procedures.

e. Whenever owner/manager policies or procedures differ significantly from the Company's procedures

*NOTE: Affected employees include: authorized entrants, attendants, entry supervisors, and the Company provided rescue/emergency services.

The trainer must record employee proficiency in their required duties, and introduce new or revised procedures as necessary, to ensure compliance.

All persons involved shall be trained in the following:

- Hazard Recognition
- Emergency Procedures
- Personal Protective Equipment
- Special Work Practices
- The Permit Procedure

The Company has adopted these requirements as conditions that automatically require permitted entry, and also allows individual supervisors the discretion to employ permit procedures where they may not be required, but may be helpful.

Section 21 - HOT WORK PERMIT PROCEDURE

See Attachment 18 "Hot Work Permit"
See Attachment 19 "Fire Prevention Checklist"

PURPOSE

To eliminate or control potential ignition sources resulting from welding, flame cutting, soldering or similar activities, which may produce, flames or sparks.

DEFINITIONS

Hot Work: Any activity, which produces sparks or flame such as welding, brazing, flame or plasma cutting, hot riveting, grinding, chipping, and soldering.

A Hot Work Permit means the employer's written authorization to perform operation, for example, riveting, welding, cutting, burning, and heating processes that are capable of providing a source of ignition.

A Qualified Individual is personnel who have specific training, knowledge, experience or are deemed as competent to carry out and oversee welding operations.

POLICY

This policy fixes responsibility for the supervision and enforcement of a hot work permit system which includes work site, methods and equipment inspections as well as worker training and the issuance and use of personal protective equipment. The following standards are incorporated by reference into this Policy: The National Fire Protection Association (NFPA) Standard for Fire Prevention During Welding, Cutting, and Other Hot Work (NFPA 51B, 1999, Appendix A), the Occupational Safety and Health Administration (OSHA) Standard for Welding, Cutting and Brazing, Subpart Q (29 CFR 1910.251 inter alias), The OSHA Standard for the handling, storage, and use of compressed gases, contained in Subpart H, Hazardous Materials, 29 CFR 1910.101 inter alias, and the American National Standards Institute, Inc. (ANSI) Standard Z87.1-1989.

1.1 Permit System Enforcement and Supervision

1.1.1 The competent person shall be responsible for designating a qualified individual(s) with the authority to issue a Hot Work Permit (HWP).

1.1.2 The name(s) of the individual(s) authorized under Section 1.1.1 will be filed with the competent person.

1.1.3 Authorized individuals will be responsible for inspecting work sites where hot work activities are anticipated prior to issuing a permit. No hot work will be conducted until a permit is issued.

1.1.4 A HWP will expire at the end of the shift during which it was issued.

1.1.5 Authorized individuals will be responsible to ascertain that no hot work takes place half an hour before shift change and to thoroughly inspect, during this period, the area where hot work was conducted. In a multi-story building, this area shall extend one floor above and below.

1.1.6 Whenever circumstances permit, all hot work will be conducted within a designated area at the maintenance shop or at the site where hot work is normally done.

1.1.7 No HWP will be issued at a site where fire protection system impairment is known to exist while the system is impaired.

1.1.8 No flammable or combustible materials will be allowed within 50 feet of a hot work site.

1.1.9 Where the provisions of Section 1.1.8 cannot be met, a metal guard, flame-proof curtain or cover will be used.

1.1.10 No HWP will be issued and no hot work will be allowed in, on or near any vessel or container of flammable or combustible liquids or gases.

1.1.11 No HWP will be issued and no hot work will be allowed in, on or near any vessel or container where flammable or combustible liquid or gas residue may be present.

1.1.12 Where not known, the determination of whether a flammable or combustible substance or residue is present shall be made by the competent person, Authorized Agent, or designated individual of the Company. The authorized individual shall be responsible for enforcing Sections 1.1.10 and 1.1.11 until clearance is issued by the competent person, Authorized Agent, or designated individual of the Company.

1.1.13 No HWP will be issued for work to be conducted in areas where there is accumulation of ignitable debris, materials, furnishings, etc., or where other safety or fire hazards are present.

1.1.14 Prior to issuing a HWP, the authorized individual shall ascertain that a fire extinguisher of the appropriate type and size is readily available and accessible, and that a fire-watch attendant (a second person) will be present during the hot work activity to respond promptly should an incident occur.

1.1.15 No HWP will be issued until all wall and floor openings within 50 feet have been covered or protected as per Section 1.1.9.

1.2 Equipment Inspection

1.2.1 The authorized individual(s), as defined under Section 1.1.1 will be responsible for the following:

1.2.1.1 Gas cylinders will be properly secured at all times.

1.2.1.2 1.2 Gas cylinders, valves, hoses, regulators, connections and torches will be inspected periodically and before each use for leaks, defects or damage.

1.2.1.3 Il electrical arc welding equipment will be grounded in a manner where the grounding connection can be observed by the operator and the attendant.

1.3 Education and Training

1.3.1 Departments where workers' duties or job description include hot work will ascertain that these individuals have the necessary training and skill to perform these tasks.

1.3.2 Annual training sessions will be arranged and coordinated by the competent person.

1.4 The Safety Department Shall

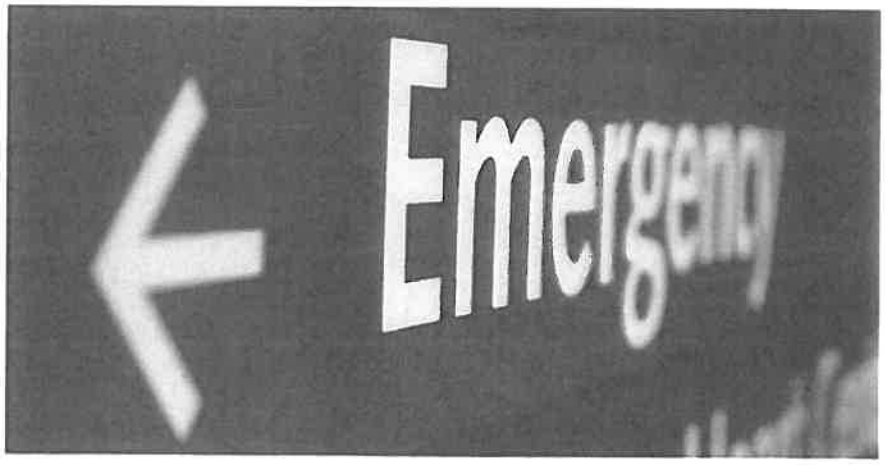
1.4.1 Maintain the list of individuals authorized to issue a HWP under Section 1.1.1.

1.4.2 Determine, or arrange for determination, of the presence of flammable or combustible substance or residue under Section 1.1.12.

1.4.3 Coordinate annual training sessions under Section 1.3.2.

1.4.4 Conduct an audit and evaluation of the procedures contained in this Policy annually.

EMERGENCY PREPAREDNESS



POLICY

It is the policy of *SD CRANE BUILDERS, INC.* to provide to employees the safest practical workplace free from areas where potential hazards exist. The primary goal of this Emergency Action Plan is to provide all employees with the information necessary in the event of an emergency.

SD CRANE BUILDERS, INC. has developed this plan to address emergency situations that may arise in *SD CRANE BUILDERS, INC.* locations and which may threaten human health and safety, and damage *SD CRANE BUILDERS, INC.* assets. Management is responsible for implementing the Emergency Action Plan.

The Emergency Action Plan will meet the following objectives and elements:

- ./ Potential Risks, emergencies the employer may reasonably expect in the workplace
- ./ Preferred Means of Reporting Fire and Emergencies
- ./ Alarms/Communication Systems, and how Alarms will be Activated
- ./ Emergency Escape Procedures and Routes
- ./ Procedures for Assisting Workers and Visitors with Disabilities
- ./ Employee Accountability Procedures for Employees After an Evacuation
- ./ Procedures for Those who Remain Behind to Operate Critical Operations
- ./ Rescue and Medical Duties
- ./ Procedures for Special Situations, such as Precautions Involved with Certain Chemicals and Equipment

This Emergency Action Plan complies with the OSHA requirements of 29 CFR 1910

This plan details the basic steps necessary to minimize the risk of injury in the event of an emergency situation occurring in the workplace.

The Emergency Action Plan will be administered by _____

This Emergency Action Plan should be reviewed at least annually and updated as appropriate both to maintain compliance with changing regulations and to keep up with the state of the art and consensus industry standards.

This plan will be kept in the workplace and made accessible for employee review.

Establishment Date: _____

Executive Officer: _____

Emergency Plan Coordinator

Primary

Name:_____

Title:_____

Work Area:_____

Phone No._____

Secondary

Name:_____

Title:_____

Work Area:_____

Phone No._____

PREFERRED MEANS OF REPORTING FIRES AND OTHER EMERGENCIES

Reporting Emergencies

Not all alarm systems automatically alert outside help. If the alarm system does not notify the fire department (or other outside assistance) automatically, someone must be assigned to call for help.

	Internal Reporting	External Authorities
Fire		911
Explosion		911
Tornado/Weather		
Bomb Threat		911
Chemical Spill/Leak	Immediate Supervisor	
Violence	Immediate Supervisor	911
Medical	Immediate Supervisor	911
Other		

ALARMS AND COMMUNICATION SYSTEMS

In a situation requiring evacuation, the first step is to let all occupants know they must leave the building. When you hear the alarm, leave quickly by your assigned evacuation route. If you see anyone who's not getting out, alert him or her so they can get to safety, too. Occupants must know which alarm means to evacuate. Once the alarm has gone off, everyone (except key personnel assigned to special operations) must leave the facility and report to your assigned rally point and not return until an "All Clear" signal is given. The all clear is usually given by the fire department or whoever is designated in the plan.

Alarm systems for notifying all employees in case of an emergency are:

_____

_____

_____

The alternate means of notifying employees in case of emergency are:

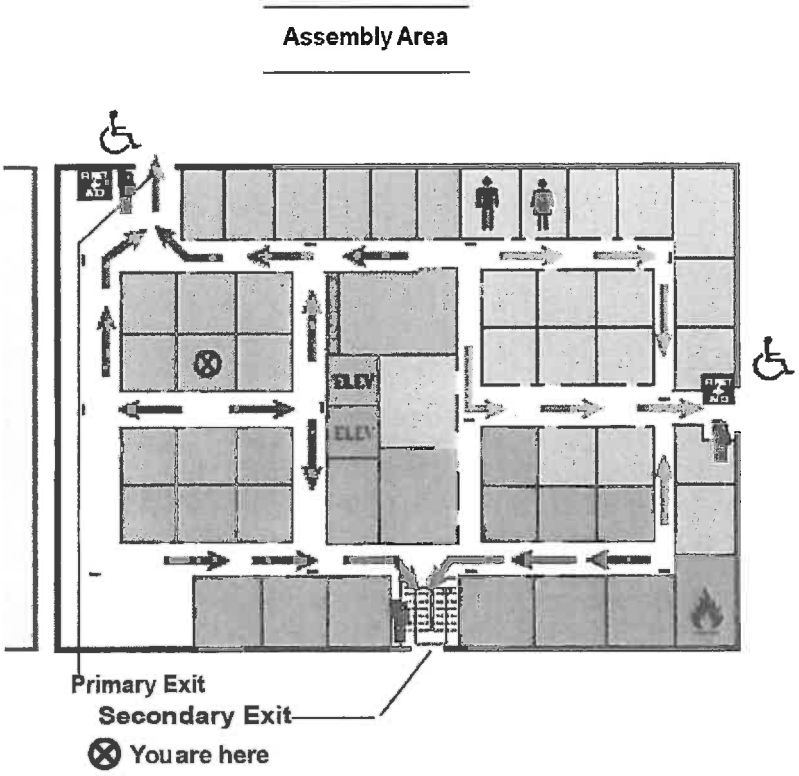
_____

_____

When so required by specific OSHA Standards, the organization will comply with OSHA Standard 1910.165, Employee Alarm Systems.

EMERGENCY ESCAPE PROCEDURES AND ROUTES

Emergency escape procedures and route assignments have been posted in key work area(s) throughout the building(s). All employees have been trained by supervision in the correct procedures to follow. New employees are trained when assigned to a work area. An escape procedure and escape route sheet of the type posted in work areas is given in **EXHIBIT A.**



Your evacuation floor plan should designate at least one primary exit and one secondary exit. These exits must be remote from each other and so arranged as to minimize any possibility that both may be blocked by any one fire or other emergency condition.

Even if there is a door or window in a restroom that employees could exit out of, it is not a good idea to designate such an exit as an emergency exit for evacuation of the building. Consequently, the floorplan does not indicate the restroom as an exit.

Emergency exit routes lead away from rooms containing potentially hazardous materials so that no employee will be forced to pass the area during an emergency.

Short passageways between two buildings may not provide enough open space for safe evacuation during an emergency. Accordingly, no emergency exit should lead to a narrow space.

Signs reading "Exit", or similar designation, with an arrow indicating the directions, must be placed in every location where the direction of travel to reach the nearest exit is not immediately apparent.

An assembly location should be designated outside the building for employees to gather during an emergency. The location of this assembly area should be clearly illustrated if shown on the map.

The floorplan of a multiple-story building should show the locations of stairways and elevators and must indicate that the stairs, not the elevators, are the appropriate means of exit in case of emergency.

Where applicable, exits with wheelchair access should be designated on the floorplan.
The floorplan should indicate the employee's current location in the building.

PROCEDURES FOR ASSISTING WORKERS AND VISITORS WITH DISABILITIES

Disabled personnel must be identified, their location made known to emergency responders and accompanied during an evacuation to assure their safety. They should also be familiar with the emergency procedures for floor evacuation, use of exits and any special arrangements relative to their safe egress from the building. This includes any person that would need assistance to exit the building or to be sheltered (tornado, chemical exposure, etc.).

It may become necessary in an emergency to assist workers or visitors that may be disabled or otherwise not be able to evacuate the worksite or facility without assistance. All employees assigned to perform such duties will have been properly trained and equipped to carry out their assigned responsibilities properly and safely. A list of the individuals assigned and a summary of their training are attached (in **EXHIBIT B Specialized Evacuation Training)** for review.

EMPLOYEE ACCOUNTABILITY PROCEDURES AFTER EVACUATIONS

In the event of a fire or other emergency signaled by either the _____or the building alarm system, all occupants will promptly exit the building or work area by the nearest exit. Once clear of the building or area, go to the designated rally point and report to their supervisor. After evacuation, each supervisor (or designee) is responsible for accounting for all assigned employees, by having all such employees report to a predetermined designated rally point and conducting a head count. Each assigned employee must be accounted for by name. All supervisors are required to report their head count (by name) to the Emergency Plan Coordinator. A summary of the evacuation rally points, together with the identities of supervisors and assigned employees who must report to each, is provided in Appendix A. Once the building or work area is evacuated, no one is to re-enter the building or area for any reason. Rescue personnel (if designated and properly trained) are excluded from this rule. When the Fire Department or other responsible agency has notified us the building or area is safe for re-entry, then, and only then, will personnel return to their work areas.

Each supervisor is responsible for accounting for each assigned employee following an emergency evacuation. This will be accomplished by performing the procedures established for such an eventuality.

EMPLOYEE ACCOUNTABILITY

1. Rally points have been established for all evacuation routes and procedures. These points are designated on each posted work area escape route.

2. All work area supervisors and employees must report to their designated rally points immediately following an evacuation.

3. Each employee is responsible for reporting to his or her supervisor so that an accurate head count can be made. Supervisors will check off the names of all those reporting and will report those not checked off as missing to the Emergency Evacuation Coordinator.

4. The Emergency Evacuation Coordinator will be located at one of the following locations:

   A. Primary Location:

   B. Secondary Location:

5. The Emergency Plan Coordinator will determine the method to be utilized to locate missing personnel.

PROCEDURE FOR EMPLOYEES WHO REMAIN TO OPERATE CRITICAL OPERATIONS BEFORE THEY EVACUATE

The attached sheet (**EXIBIT C Emergency Shutdown Procedures**) describes operations. procedures and personnel required in order for critical operations to be performed before the assigned personnel evacuate during emergency situations. A description of the special training provided is also included.

RESCUE AND MEDICAL DUTIES

It may become necessary in an emergency to rescue personnel and perform some specified medical duties, including first-aid treatment. If an injury or illness occurs, notify your supervisor. Assess the extent of the condition. If the injury/illness is obviously serious, call 911 immediately. Apply appropriate first aid procedures if you know how while the paramedics are en-route. Arrange for another staff member to meet the emergency responders. Shut off equipment and energy sources that may be involved if this can be done safely. If the nature of a medical situation is not serious, transport the individual to an appropriate medical facility. All employees assigned to perform such duties will have been properly trained and equipped to carry out their assigned responsibilities properly and safely. A list of the individuals assigned and a summary of their training are attached (in **EXHIBIT D)** for review.

EMPLOYEE TRAINING

Employee training is provided for employees when:

1. The plan was initiated or the plan changes
2. New employees are hired or transferred
3. Employee's required actions or responsibilities change
4. Refresher training

Items reviewed during training:

Emergency Escape Procedures	Escape Route Assignments
Fire Extinguisher Locations & Training	Major Workplace Fire Hazards
Procedures to Account for Employees	Employee Training Programs
Fire Prevention Practices	Closing Doors Behind You
Alarm Systems	Fire Prevention Plan
Means of Reporting Fire & Emergencies	Emergency Names and Contacts

OTHER EMERGENCIES

TELEPHONE BOMB THREATS

These events require actions dictated by your safety manager or designee and may be very different depending upon the nature of the threat, where you work and what your responsibilities are. Following are general guidelines to consider:

Employees receiving threats should:

→Stay calm - do not unduly excite others, notify your supervisor, who will report the threat, **Do Not Evacuate Immediately.**
→Fill out a Bomb Threat Checklist to assist responding agency after asking the questions listed. If possible, be attentive to background sounds and other peculiarities and note on checklist.
→Decision to evacuate the building will be made by the Police or Fire response personnel.
→Take the checklist with you if the building is evacuated.

WRITTEN BOMB THREATS

Employees receiving or discovering a written bomb threat message will do the following:

→Remain calm and leave the message where it is found. Do not handle the document any more than necessary to preserve fingerprints and other evidence.
→Do not alarm others but report to your supervisor immediately.
→DO NOT give information to anyone except Police, Supervisor, or Emergency Manager.

In-Person Bomb Threats: If you are confronted by an individual or group claiming to have placed a bomb:

→Cooperate with the individual or group.
→Try to get the attention of a co-worker. The person that is signaled will:

1. Call 911 and report the incident
2. Notify your supervisor
3. Write down the description of the threatener (starting at the top of their head on down)
4. Notify building security, if applicable.

Bomb Threat Checklist EXHIBIT **E**

SUSPICIOUS PACKAGES

- Those delivered without markings.
- Those with restrictive markings.
- Those delivered to a fictitious person.
- Those with restrictive markings.
- Those with physical peculiarities.
- Have strange odors or oily stains
- Have protruding wires
- Are lopsided or bulky in packaging

Why not, Immediate evacuation??? Experts have determined that through real experiences that:

People may be hurt in the panic.

People may be gathering where the bomb is actually located.

This activity encourages false calls.

Premature evacuation interferes with effective emergency response to event.

CIVIL DISTURBANCES OR TERRORIST ACTIVITIES

Threats of violence and civil disturbances are a possibility in and around our work areas. If a person becomes unruly or makes a threat, remain calm, notify your supervisor, and activate your workplace violence defense procedures. In the event of public disturbances and riots:

→Avoid the area of disturbance.
→ Avoid windows.
→Lock doors and close draperies or blinds.
→Report any suspicious persons to your supervisor.
→Notify Police.

Response to terrorist activities and attacks requires some special knowledge and understanding of the subject matter. The key points to know and exercise are:

Recognize ***Avoid*** ***Isolate*** ***Notify***

Recognize- Be aware of your surroundings

Avoid- situations that may potentially be a result of terrorist activity or attack

Isolate- the situation or yourself from the situation

Notify- your supervisor or authorities

Knowing what to do, and more importantly what not to do may be critical to your safety. Understanding possible threats, signs and symptoms of exposures, appropriate response actions and procedures is now a fundamental requirement of the work environment. Also try to remember that should an incident occur it will be considered a crime scene. Your observations may be important and we must help preserve possible evidence in order to identify and seek out the perpetrators.

CHEMICAL EMERGENCIES

You may be alerted to the existence of a toxic and/or hazardous chemical emergency and may be directed to **"shelter-in-place" (SIP)** upon notification to SIP you may be required to:

→ Close doors and windows
→Shut off ventilation to outside and move to upper floors
→Prepare for Relocation if advised to do so. (Travel lightly, take only medicines)
→After receiving the "All Clear".
→Open doors and windows
→Move to outdoors until building is ventilated

WEATHEREMERGENCY

Tornados

Weather related events can present a source of injury to employees as well as significant disruption of business activities. Different defense procedures are required depending whether people are in a structure or outdoors.

If you are indoors and an alert provides adequate time, sheltering in an area such as a basement, away from flying glass hazards and possible structural damage, is the best action to take. If time does not permit movement to such a shelter, then get away from windows and get next to a wall and preferable under a table or desk to provide additional protection from falling debris. Do not attempt to leave the building as you are much safer within a sheltered location inside than in the street or in a vehicle.

If the incident occurs while you are in a vehicle, leave the vehicle and find a depression, a swale or ditch if you cannot get to an acceptable structure. Sheds and bridges are not recommended.

Try to remain calm and follow the procedures established for your protection.

Earthquakes

Ordinarily there is no advanced warning of such events, so reaction is required after experiencing the effects as follows:

→Take cover under a desk, in a door way or in the center of a building.
→Stay clear of bookcases, file cabinets, windows, and falling building materials.
→ Keep calm.
→Turn off all electrical equipment and shut down processes if possible.
→ Do not attempt to use elevators.
→Do not use matches or open flames if there is a power failure.
→Prepare for aftershocks.

Floods

Avoid high water areas and develop an operational plan if your work area is in an area prone to effects from flooding. Ordinarily there will be sufficient warning to plan for such events.

EXHIBIT A- EMERGENCY ESCAPE PROCEDURES AND ROUTES

Provide a summary of the site specific evacuation rallypoints, together with the identities of supervisors and assigned employees who must report to each.

The Emergency Plan Coordinator or designee will be located at one of the following locations:

A. Primary Location: _____

B. Secondary Location: _____

The Designated Rallying Points are:

A. Primary Location: _____

B. Secondary Location: _____

ESCAPE ROUTE

EXHIBIT B- SPECIALIZED EVACUATION TRAINING

The following personnel have been trained to assist in the safe and orderly emergency evacuation of other employees or visitors with disabilities or otherwise requiring assistance during evacuation.

Name	Job Title	Description of Assignment

Special Instructions and Procedures

All personnel performing Specialized Evacuation duties must follow these instructions:

1.

2.

3.

4.

5.

The preceding individuals have received special instructions and training by their immediate supervisors to ensure their safety in carrying out the designated assignments. A training record describing the instructions provided and the detailed procedures to be followed is maintained in the Emergency Plan and Fire Protection Plan Coordinator's Office.

Emergency and Fire Protection Plan Coordinator:

Name: Date:

EXHIBIT C- EMERGENCY SHUTDOWN PROCEDURES

Specific duties have been assigned and required in order for critical operations to be performed before the assigned personnel evacuate during emergency situations. These personnel have received special training and instruct ions for properly carrying out these assignments.

Assignments

Name	Job Title	Description of Assignment

Special Instructions and Procedures

All personnel performing Emergency Shutdown duties must follow these instructions:

1.

2.

3.

4.

5.

The preceding individuals have received special instructions and training by their immediate supervisors to ensure their safety in carrying out the designated assignments. A training record describing the instructions provided and the detailed procedures to be followed is maintained in the Emergency Plan and Fire Protection Plan Coordinator's Office.

Emergency and Fire Protection Plan Coordinator:

Name: Date:

EXHIBIT D- RESCUE AND MEDICAL DUTIES

Specific rescue and medical duties have been assigned to designated individuals. These personnel have received special training and instructions for properly carrying out these assignments.

Assignments

Name	Job Title	Description of Assignment

Special Instructions and Procedures

All personnel performing Emergency Rescue and Medical duties must follow these instructions:

1.

2.

3.

4.

5.

The preceding individuals have received special instructions and training by their immediate supervisors to ensure their safety in carrying out the designated assignments. A training record describing the instructions provided and the detailed procedures to be followed is maintained in the Emergency Plan and Fire Protection Plan Coordinator's Office.

Emergency and Fire Protection Plan Coordinator:

Name: _____ Date: _____

EXHIBIT E- TELEPHONE BOMB THREAT CHECKLIST

TELEPHONE BOMB THREAT CHECKLIST

INSTRUCTIONS: BE CALM, BE COURTEOUS, LISTEN. DO NOT INTERRUPT THE CALLER

YOUR NAME:_____ TIME:_____ DATE:_____

CALLER'S IDENTITY SEX: Male_____ Female_____ Adult_____ Juvenile_____ APPROXIMATE AGE_____

ORIGIN OF CALL: Local_____ Long Distance_____ Telephone Booth_____

VOICE CHARACTERISTICS

____Loud ____Soft
___High Pitch ___Deep
___Raspy ___Pleasant
___Intoxicated _____ Other

SPEECH

___Fast ____Slow
__Distinct ___Distorted
___Stutter ___Nasal
___Slurred _____ Other

LANGUAGE

___Excellent ___Good
___Fair ___Poor
___Foul _____ Other

ACCENT

____Local ___Not Local
____Foreign __Region
____Race

MANNER

___Calm __Angry
__Rational __Irrational
__Coherent __Incoherent
__Deliberate __Emotional
__Righteous __Laughing

BACKGROUND NOISES

__Factory ___Trains
__Machines ___Animals
__Music ___Quiet
__Office ___Voices
__Machines ___Airplanes
__Street ___Party
__Traffic ___Atmosphere

BOMB FACTS

PRETEND DIFFICULTY HEARING-KEEP CALLER TALKING-IF CALLER SEEMS AGREEABLE TO FURTHER CONVERSATION, ASK QUESTIONS LIKE:

When will it go off? Certain Hour_____ Time Remaining_____
Where is it located? Building_____ Area_____
What kind of bomb?_____ What kind of package_____
How do you know so much about the bomb?_____

What Is your name and address? _____
If building is occupied, inform caller that detonation could cause injury of death.
Activate malicious call trace: Hang up phone and do not answer another line. Choose same line and dial *57. Listen for the confirmation announcement and hang up.

Call Security at_____ and relay information about call.

Did the caller appear familiar with plant or building (by his/her description or the bomb location)? Write out the message in its entirety and any other comments on a separate sheet of paper and attach to this checklist. Notify your supervisor immediately.

GLOBALLY HARMONIZED SYSTEM

WHAT IS THE GLOBALLY HARMONIZED SYSTEM?

The Globally Harmonized System (GHS) is an international approach to hazard communication, providing agreed criteria for classification of chemical hazards, and a standardized approach to label elements and safety data sheets. The GHS was negotiated in a multi-year process by hazard communication experts from many different countries, international organizations, and stakeholder groups. It is based on major existing systems around the world, including OSHA's Hazard Communication Standard and the chemical classification and labeling systems of other US agencies.

The result of this negotiation process is the United Nations' document entitled "Globally Harmonized System of Classification and Labeling of Chemicals," commonly referred to as The Purple Book. This document provides harmonized classification criteria for health, physical, and environmental hazards of chemicals. It also includes standardized label elements that are assigned to these hazard classes and categories, and provide the appropriate signal words, pictograms, and hazard and precautionary statements to convey the hazards to users. A standardized order of information for safety data sheets is also provided. These recommendations can be used by regulatory authorities such as OSHA to establish mandatory requirements for hazard communication, but do not constitute a model regulation.

WHY DID OSHA DECIDE TO MODIFY THE HAZARD COMMUNICATION STANDARD TO ADOPT THE GHS?

OSHA has modified the Hazard Communication Standard (HCS) to adopt the GHS to improve safety and health of workers through more effective communications on chemical hazards. Since it was first promulgated in 1983, the HCS has provided employers and employees extensive information about the chemicals in their workplaces. The original standard is performance-oriented, allowing chemical manufacturers and importers to convey information on labels and material safety data sheets in whatever format they choose. While the available information has been helpful in improving employee safety and health, a more standardized approach to classifying the hazards and conveying the information will be more effective, and provide further improvements in American workplaces. The GHS provides such a standardized approach, including detailed criteria for determining what hazardous effects a chemical poses, as well as standardized label elements assigned by hazard class and category. This will enhance both employer and worker comprehension of the hazards, which will help to ensure appropriate handling and safe use of workplace chemicals. In addition, the safety data sheet requirements establish an order of information that is standardized. The harmonized format of the safety data sheets will enable employers, workers, health professionals, and emergency responders to access the information more efficiently and effectively, thus increasing their utility.

Adoption of the GHS in the US and around the world will also help to improve information received from other countries-since the US is both a major importer and exporter of chemicals, American workers often see labels and safety data sheets from other countries. The diverse and sometimes conflicting national and international requirements can create confusion among those who seek to use hazard information effectively. For example, labels and safety data sheets may include symbols and hazard statements that are unfamiliar to readers or not well understood. Containers may be labeled with such a large volume of information that important statements are not easily recognized. Given the differences in hazard classification criteria, labels may also be incorrect when used in other countries.

EMPLOYEE TRAINING: To ensure compliance with HCS, employers are now required to train employees on the newly revised HCS. No set standard is required for training; however employers must insure that all employees are familiar with all new changes to labels and SOS. Employees should understand how to use them and how to effectively access information. OSHA requires compliance of employee training to be completed by Dec. 1,2013.

SAFETY DATA SHEETS (SDS): Formerly called MSDS, the term SDS (Safety Data Sheets) was adopted in the new HCS. SDS's are used to provide necessary information to employers and workers on chemicals hazards and safety precautions. The SDS also provides detailed information on the product including product identification, product composition, clean up procedures, etc. Prior to the new guidelines, MSDS were recommended to comply with a 12 section format; under the new GHS, a 16 section format is required.

The information required on the safety data sheet (SDS) will remain essentially the same as that in the current standard (HazCom 1994). HazCom 1994 indicates what information has to be included on an SDS, but does not specify a format for presentation or order of information. The revised Hazard Communication Standard (HazCom 2012) requires that the information on the SDS be presented using specific headings in a specified sequence.

Paragraph (g) of the final rule provides the headings of information to be included on the SDS and the order in which they are to be provided. In addition, Appendix D provides the information to be included under each heading. The SDS format is the same as the ANSI standard format which is widely used in the U.S. and is already familiar to many employees.

The format of the 16-section SDS should include the following sections:

- Section 1. Identification
- Section 2. Hazard(s) identification
- Section 3. Composition/information on ingredients
- Section 4.First-Aid measures
- Section 5. Fire-fighting measures
- Section 6. Accidental release measures
- Section 7. Handling and storage
- Section 8. Exposure controls/personal protection
- Section 9. Physical and chemical properties
- Section 10. Stability and reactivity
- Section 11. Toxicological information
- Section 12. Ecological information
- Section 13. Disposal considerations
- Section 14. Transport information
- Section 15. Regulatory information
- Section 16. Other information, including date of preparation or last revision

GHS LABELS: Under new GHG guidelines all labels are to include addition information including:

- Symbols (Pictograms): These symbols will relay all health, physical and environmental hazards.
- Signal Words: There are only two signal words: "Danger" and "Warning". "Danger" is used for more severe hazards, "Warning" for less severe hazards. There will be only one signal word on the label, no matter how many hazards a chemical may have.
- Hazard Statement: These will be standard phrases given to each hazard class that will describe the nature of the hazards

HAZARD COMMUNICATION STANDARD PICTOGRAM

As of June 1, 2015, the Hazard Communication Standard (HCS) will require pictograms on labels to alert users of the chemical hazards to which they may be exposed. Each pictogram consists of a symbol on a white background framed within a red border and represents a distinct hazard(s). The pictogram on the label is determined by the chemical hazard classification.

There are nine pictograms under the GHS to convey the health, physical and environmental hazards. The final Hazard Communication Standard (HCS) requires eight of these pictograms, the exception being the environmental pictogram, as environmental hazards are not within OSHA's jurisdiction. The hazard pictograms and their corresponding hazards are shown below.

HCS Pictograms and Hazards

Health Hazard	**Flame**	**Exclamation Mark**
• Carcinogen • Mutagenicity • Reproductive Toxicity • Respiratory Sensitizer • Target Organ Toxicity • Aspiration Toxicity	• Flammables • Pyrophorics • Self-Heating • Emits Flammable Gas • Self-Reactives • Organic Peroxides	• Irritant (skin and eye) • Skin Sensitizer • Acute Toxicity (harmful) • Narcotic Effects • Respiratory Tract Irritant • Hazardous to Ozone Layer (Non Mandatory)
Gas Cylinder	**Corrosion**	**Exploding Bomb**
• Gases under Pressure	• Skin Corrosion/ burns • Eye Damage • Corrosive to Metals	• Explosives • Self-Reactives • Organic Peroxides
Flame over Circle	**Environment (Non Mandatory)**	**Skull and Crossbones**
• Oxidizers	• Aquatic Toxicity	• Acute Toxicity (fatal or toxic)

Under the revised Hazard Communication Standard (HCS), pictograms must have red borders. OSHA believes that the use of the red frame will increase recognition and comprehensibility. Therefore, the red frame is required regardless of whether the shipment is domestic or international.

The revised Hazard Communication Standard (HCS) requires that all red borders printed on the label have a symbol printed inside it. If OSHA were to allow blank red borders, workers may be confused about what they mean and concerned that some information is missing. OSHA has determined that prohibiting the use of blank red borders on labels is necessary to provide the maximum recognition and impact of warning labels and to ensure that users do not get desensitized to the warnings placed on labels.

SAFETY TRAINING

TRAINING DATE: _____

TRAINING TOPIC: **Understanding Globally Harmonized System (GHS) of Classification for Hazardous Materials**

EMPLOYER: _____

NAME OF TRAINER: _____

By signing below I am certifying that I have read and understand the training on the aforementioned topic(s) and that if I have any future questions I am to inquire with my direct supervisor.

NAME OF EMPLOYEE TRAINED	SIGNATURE OF EMPLOYEE TRAINED

HAZARD COMMUNICATION PROGRAM (GHS) (Global Harmonizing System) Training Certification

Company Name: _____

Name of trainer: _____ Date: _____

I have received training covering the areas below:

1. All operations and locations in the workplace areas where hazardous chemicals are present.

2. The location and availability of the written Hazard Communication program, including the inventory list of hazardous products/chemicals used and their SDS's.

3. The method the company will use to inform employees of potential hazards of non-routine tasks (jobs that are not typically routine for an employee because of infrequency, location or type).

4. Details of the company's Hazard Communication program including an explanation of the new GHS labeling system, the new GHS format of SDS's and how to obtain and use the appropriate hazard information.

***By signing below I am certifying that I have read and understand the Hazard Communication -Global Harmonizing System training. If I have any future questions I will inquire with my direct supervisor.**

Name of employee: _____

Signature of employee: _____

DAILY SAFETY DISCUSSION CHECKLIST

1. Insure that employees are aware of the requirements and need to wear their personal safety equipment.
2. Tool safety, insure that each employee is aware of the need for guards and understands the requirements for keeping guards in place.
3. Housekeeping, insure that each employee is aware of the need and importance for a clean workplace.
4. Right to know, insure that each employee is aware of his/her right to know if any of the products they work with are hazardous to their health. And that they know how to obtain that information.
5. Incident reporting procedures ensure that each employee is aware of the need to report all incidents and injuries to his/her supervisor immediately.

Topics selected by the competent person that are, site specific, i.e. Scaffold Safety, Ladder Safety, problems in a specific area of the workplace, scheduled training, etc.

Attachment 1

LIST OF HAZARDOUS MATERIALS

Full Label Name	Manufacturer Name	Product Code/#	UPC Code/#

Attachment 2

SD CRANE BUILDERS INC.
SCAFFOLD USE AGREEMENT

This agreement is made and entered into this_____day, of_____, by and between ***SD CRANE BUILDERS INC.*** hereinafter referred to as "the Company", and the ***OTHER COMPANY***, _____ hereinafter referred to as "Licensee". Whereas, the Company will make available certain scaffolding, which has been erected at the following project (name and address)_____, and whereas, licensee wishes to use the above-described scaffolding in order to perform its work at the same construction site. Now, therefore in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows.

1. **Use of scaffolding.** Licensee may use the above-described scaffolding for the following purposes:

2. **Acknowledgement of scaffolding condition.** Licensee hereby acknowledges that a Competent Person of licensee's company has inspected said scaffolding and that it is in a safe and satisfactory condition for use by licensee's employees.

3. **Inspection and repair**. Prior to each use of the scaffolding, the licensee's designated Competent Person shall examine/inspect the scaffolding and takes all such action and makes minor modifications and repairs as shall be reasonably necessary in order to assure the scaffolding is in a useable and safe condition. This inspection is to be done daily utilizing the attached inspection form, a copy of which is to be provided to the Company after each inspection. "Useable and safe condition" shall include licensee assuring itself that the scaffolding is in compliance with all applicable laws and regulations including but not limited to, subpart "L" of the OSHA standard for construction (29 CFR 1926). If the scaffolding is determined to be unsafe or not useable, licensee and its employees shall refrain from using it until all such defects and deficiencies have been corrected. The user hereby waives any claims against the Company with respect to the condition of the scaffolding for any time that the licensee or its employees are using the scaffolding. The licensee is accepting the scaffolding "as is" and "where is". Not withstanding the foregoing, licensee shall not make any permanent or material modifications to the structural components of the scaffolding without the express written approval of the Company.

4. **Indemnification**. Licensee hereby agrees to indemnify and hold harmless the Company from any and all claims of any nature made by third parties, including licensee's employees, arising out of the use of the scaffolding during those periods when licensee has the right to use said scaffolding. **PRIOR TO THE LICENSEE OR ITS EMPLOYEES ACTUALLY USING THE SCAFFOLDING, THE LICENSEE SHALL FURNISH TO THE COMPANY, A CERTIFICATE OF INSURANCE ISSUED BY AN INSURANCE COMPANY AS FOLLOWS**: The insurance policy shall have a minimum coverage of $1,000,000 (for each Occurrence); the insurance policy shall be with a company or companies acceptable to the Company; the policy shall name the Company as an additional insured; and shall constitute the primary liability coverage in the event of a claim by the licensee or its employees. In addition licensee shall pay any sums expended by the Company, its agents or attorneys to investigate prosecute or defend any such claims, any judgment rendered against the Company and any sums paid in settlement of such claims.

5. **Use of scaffolding by others**. Licensee shall not allow any person/s other than its own employees to use the scaffolding without direct authorization from the Company. If licensee or its employees become aware of persons trespassing upon the scaffold, the licensee shall immediately notify the Company of the trespassing identifying the parties involved if possible.

6. Governing Law. This contract shall be interpreted in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, we hereunto set our hands this_____ day of _____

SD CRANE BUILDERS INC. (Licensee)

By: _____ By: _____

Position: _____ Position:_____

Attachment 3

SD CRANE BUILDERS INC.
DAILY SCAFFOLD SAFETY CHECKLIST

Project:_____

Erecting Supervisor:_____ Foreman: _____

Date of Inspection:_____ Time: _____

	YES	NO
1. Are Sills properly placed and adequately sized?		
2. Have screw jacks been used to level and plumb scaffold instead of unsafe objects such as concrete blocks?		
3. Are base plates and/or screw jacks in firm contact with sills and frames?		
4. Are all scaffold legs braced with braces properly attached?		
5. Is guard railing in place on all open sides and ends above the 10' level?		
6. Have ladders been provided as a means of access to the scaffold?		
7. Have freestanding towers been guyed or tied so as not to exceed the 4 to 1 base height ratio IAW Subpart "L" of the OSHA standards 29 CFR 1926.451(c)(1)(ii)		
8. Are working level platforms fully planked between guardrails with no split planking used?		
9. Does planking have minimum 12" overlap extended beyond supports and cleated at ends?		
10. Are toe-boards installed properly?		
11. Has a tie off analysis been performed, (list details on back)		
12. Are safety harnesses available for use when needed?		
13. Have all employees working on scaffold been informed of and trained in safe working practices while working on the scaffold?		
14. Are out riggers properly installed at 90-degree angles perpendicular to the bldg.?		
15. Have scaffold components been properly inspected for damage and compatibility?		
Rolling Towers/Baker/Perry Scaffolds		
16. Are outriggers (if required) properly installed on both sides of rolling towers?		
17. Are platforms fully planked with no gaps greater than 1 inch?		
18. Are wheel brakes operable, and have employees been instructed to set brakes while in use?		
19. Are safety rails installed at the 10-foot level, or some other type of fall protection?		
20. Have employees been properly instructed in the safety procedures for using rolling towers, Baker or Perry Scaffolds?		
21. Have caster or wheel stems been pinned or otherwise secured to prevent them from coming separated from the scaffold legs?		

REMARKS:_____

Attachment 4

Powered Industrial Truck Daily Checklist (Forklift Checklist Diary)							**Equipment #**
	For the week of:		-	2001			
Okay/Bien = 4	**Not Applicable**/No Aplicable = **N/A**				**Not Okay**/No Bien = **X**		
	MON	**TUES**	**WED**	**THUR**	**FRI.**	**SAT.**	**SUN.**
ENGINE Artefacto							
Crankcase oil Aceite del cárter de cigüeñal							
Belts Cinturones							
Wires Alambres							
Brake Fluid Flúido del freno							
Hydraulic Fluid Flúido hidráulico							
Hydraulic Lines Cuerdas hidráulicas							
Fuel Line Cuerda del combustible							
Fuel Tank Tanque del combustible							
LPG tank straps LPG correas del tanque							
BODY Cuerpo							
Overhead Cage Sobre la cabeza Jaula							
Tires, Wheels, Rims Neumáticos, Ruedas, Margenes							
Forks Tenedores							
Mast Chains Cadenas del mástil							
Fire Extinguisher Apagaincendios							
Operating Instructions Operar Instrucciones							
Lifting Capacity Alzar Capacidad							
OPERATIONAL Operacional							
Seat Asiento							
Seat Belt Cinturón del asiento							
Adjusted Seat Ajuste Asiento							
Seat Safety Switch Interruptor de la Seguridad del asiento							
Parking Brake Freno del aparcamiento							
Service Brake Freno del servicio							
Steering Dirigir							
Horn *Cuerno*							
Gear Shift Lever Palanca del Cambio del vestido							
Transmission Transmisión							
Back-up Warning Device Apoye Aparato de la Advertencia							
Gauges, Temperature Medidas, Temperatura							
Gauges, Hour Medidas, Hora							
Gauges, Speed Medidas, Rapidez							
Gauges, Battery Medidas, Batería							
Lights, Head Luces, Cabeza							
Lights, Tail Luces, Cola							
Lights, Signal Luces, Signo							
Lights, Warning Luces, Advertencia							
Mast Lift Up/Down Alzamiento del mástil Arriba Abajo							
Mast Tilt Inclinación del mástil							
Mast Side/Squeeze Apretón de la Orilla del mástil							

Signature of Inspector for Each Day	Firma de Inspector por Cada Día
Monday/Lunes	**Saturday**/Sábado
Tuesday/Martes	**Sunday**/Domingo
Wednesday/Miércoles	
Thursday/Jueves	
Friday/Viernes	

Attachment 5

HAZARD ASSESSMENT WORKSHEET

In compliance with the revised OSHA Personal Protective Equipment standard 29 CFR 1910.132

SD CRANE BUILDERS INC.
1215 W. Rio Salado Parkway Suite 109
Tempe, AZ 85281

A Hazard Assessment has been completed for the following worksite:

Project Name:_____

Location:_____

General Contractor:_____

The following Competent Person completed the site inspection:

Name of Inspector:_____

Date Completed:_____

Personal Protective Equipment:
To be worn at all times for the above-mentioned location/machine/equipment.

_____
_____
_____
_____
_____
_____

Personal Protective Equipment: Non-Feasibility
The use/wear of Personal Protective Equipment is not feasible at this location while performing operations. The following administrative and/or engineering controls can/have were installed/implemented to provide adequate employee protection.

_____
_____
_____

Attachment 6

CONFINED SPACE CHECKLIST

Site Information

Project:_____ Project No.:_____

Attendant's Name:_____ Date:_____

Supervisor's Name:_____

Pre-entry Checklist

	Yes	No
1. Has the surrounding area been surveyed and found free of hazardous vapors from tanks, piping or sewers?	_____	_____
2. Is the work area, in your opinion, likely to remain free of any dangerous air contaminants?	_____	_____
3. Have all personnel in the designated work are been briefed on proper work procedure and the location of communication, and who to contact in an emergency?	_____	_____
4. Have you been trained to properly operate the gas monitoring equipment?	_____	_____
5. Do all areas of work and machinery have some type of lock out/tag out installed in the proper place?	_____	_____
6. Has the atmosphere of the confined space area been tested prior to entry?	_____	_____
7. Did the atmosphere levels fall within the acceptable levels?	_____	_____
8. Will testing be done continuously while the space is occupied?	_____	_____
9. Is all safety equipment to be used in good condition and in proper working condition?	_____	_____

NOTICE: IF ANY OF THE ABOVE QUESTIONS ARE ANSWERED "NO", **DO NOT ENTER!** CONTACT YOUR IMMEDIATE SUPERVISOR.

ATTACHMENT 7

Confined Space Entry Permit

Space Name	Entry #	Purpose of Entry	Permit Expires
Entry Date(s)	Entry Time(s)	Rescue Information	Phone #
Attendant	Attendant	Entrant	Entrant

Hazard Identification	Yes	No	Equipment (Specify)	Required Yes	Required No	Check when Provided	Hazard Controls (Specify)	Required Yes	Required No	Check when Provided
Oxygen deficiency (less than 19.5% at sea level)	☐	☐	1. Respiratory protection	☐	☐	☐	1. Isolate the space	☐	☐	☐
Flammable gases or vapors (greater than 10% of the lower flammable limit or greater than 23.5% oxygen at sea level)	☐	☐	2. Protective clothing/ equipment	☐	☐	☐	2. Lockout	☐	☐	☐
Toxic gases or vapors (greater than the Permissible Exposure Limit)			3. Communication equipment				3. Clean/purge			
Mechanical hazards	☐	☐	4. Rescue equipment	☐	☐	☐	4. Rescue equipment	☐	☐	☐
Electrical shock	☐	☐	5. Ventilation	☐	☐	☐	5. Ventilation	☐	☐	☐
Materials harmful to the skin	☐	☐	6. Electrical equipment	☐	☐	☐	6. Other	☐	☐	☐
Engulfment	☐	☐								
Configuration	☐	☐								

Air Monitoring Results

Air Monitoring Equipment Used:		Times							
		Time ☐ a.m. ☐ p.m.	Time ☐ a.m. ☐ p.m.	Time ☐ a.m. ☐ p.m.	Time ☐ a.m. ☐ p.m.	Time ☐ a.m. ☐ p.m.	Time ☐ a.m. ☐ p.m.	Time ☐ a.m. ☐ p.m.	Time ☐ a.m. ☐ p.m.
Oxygen Level	Min 19.5% Max 23.5%								
Flammability	10% LEL								
H_2S	10 ppm								
CO	25 ppm								
Cl_2	1 ppm								
Other *(Specify)*									

Authorization of Entry Supervisor			Additional Instructions?	Additional Permits?
Name	Date	Phone	Yes ☐ No *If yes, list on k*	Yes ☐ No *If yes, ı ttach*

ATTACHMENT 8

SD CRANE BUILDERS, INC.

2023 - SAFETY PLAN

Confined Space Entry Review Sheet

Entry Date	Job Number

Job Description

What Went Well?

What Needs Improvement?

ATTACHMENT 9

CONFINED SPACE PERMIT

Project:_____ Project No.:_____

Date Issued:_____ Time Issued:_____

Scope of activity:_____

Confined Space Entry Permit

Date Expires:____/____/____ Time Expires:____:____ ☐ a.m. ☐ p.m.

Supervisor:_____ Stand by Personnel:_____

Scope of Activity:_____

1. Atmospheric Checks:
Time:____:____ ☐ a.m. ☐ p.m.

Oxygen:_____% Explosive:_____L.E.L.
CO:_____PPM H2S:_____PPM Cl2:_____PPM

2. Tester's Signature:_____

3. Source Isolation [No Entry]:	**N/A**	**Yes**	**No**
Pumps or Lines blinded,	☐	☐	☐
disconnected or blocked	☐	☐	☐

4. Ventilation Modification:	**N/A**	**Yes**	**No**
Mechanical Ventilation	☐	☐	☐
Natural Ventilation Only	☐	☐	☐

5. Atmospheric Checks After Isolation And Ventilation:
Time:____:____ ☐ a.m. ☐ p.m.

Oxygen:_____% Explosive:_____L.E.L.
CO:_____PPM H2S:_____PPM Cl2:_____PPM

Tester's Signature:_____

6. Communication Procedures:

_____

_____

7. Rescue Procedures:_____

_____

CONFINED SPACE PERMIT (CONTINUED)

8. Entry, Standby, and Back Up Persons:	Yes	No
Successfully completed Required Training	☐	☐
Is it Current?	☐	☐

9. Equipment:	N/A	Yes	No
Direct Reading Gas Monitor Tested?	☐	☐	☐
Safety Harnesses And Lifelines For Entry And Standby Persons?	☐	☐	☐
Hoisting Equipment?	☐	☐	☐
Powered Communications?	☐	☐	☐
SCBA'a For Entry And Standby Persons?	☐	☐	☐
Protective Clothing?	☐	☐	☐
All Electric Equipment Listed?	☐	☐	☐
Class I, Division I, Group D and non-sparking tools?	☐	☐	☐

10. Periodic Atmospheric Tests:

Time: _: ☐ a.m. ☐ p.m.
Oxygen:_____% Explosive:_____L.E.L.
CO:_____PPM H2S:_____PPM Cl2:_____PPM

Time:____:____ ☐ a.m. ☐ p.m.

Oxygen:_____% Explosive:_____L.E.L.
CO:_____PPM H2S:_____PPM Cl2:_____PPM

Time:____:____ ☐ a.m. ☐ p.m.

Oxygen:_____% Explosive:_____L.E.L.
CO:_____PPM H2S:_____PPM Cl2:_____PPM

We have reviewed the work authorized by this permit and the information contained herein. Written instructions and safety procedures have been received and are understood. Entry cannot be approved if any squares are marked in the "No" column.
This permit is not valid unless all appropriate items are completed.

Permit Prepared by: (Supervisor)	**(Signature)**	**(Print Name)**
Approved by: (Superintendent)	**(Signature)**	**(Print Name)**
Reviewed by: (Safety Representative)	**(Signature)**	**(Print Name)**

This permit is to be kept at workplace. Return workplace copy to the Business Office following job completion.

ATTACHMENT 10 **Page 2 of 2**

(To be completed by a Competent Person)

SITE LOCATION:			
DATE:	TIME:	COMPETENT PERSON:	
SOIL TYPE: (See attached form):			
SOIL CLASSIFICATION:	EXCAVATION DEPTH:	EXCAVATION WIDTH:	
TYPE OF PROTECTIVE SYSTEM USED:			

Indicate for each item: YES - NO - or N/A for not applicable

1. General Inspection of Workplace:	
A. Excavations, adjacent areas, and protective systems inspected by a competent person daily before the start of work.	
B. Competent person has the authority to remove employees from the excavation immediately.	
C. Surface encumbrances removed or supported.	
D. Employees protected from loose rock or soil that could pose a hazard by falling or rolling into the excavation.	
E. Hard hats worn by all employees.	
F. Spoils, materials, and equipment set back at least 2' from the edge of the excavation.	
G. Barriers provided at all remotely located excavations, wells, pits, shafts, etc.	
H. Walkways and bridges over excavations four feet or more in depth are equipped with standard guardrails and toe boards.	
I. Warning vests or other highly visible clothing provided and worn by all employees exposed to public vehicular traffic.	
J. Employees required to stand away from vehicles being loaded or unloaded.	
K. Warning system established and utilized when mobile equipment is operating near the edge of the excavation.	
L. Employees prohibited from going under suspended loads.	
M. Employees prohibited from working on faces of slopes or benched excavations above other employees.	
2. Utilities:	
A. Utility companies contacted and/or utilities located.	
B. Exact location of utilities marked.	
C. Underground installations protected, supported, or removed when excavation is open.	
3. Means of Access and Egress:	
A. Lateral travel to means of egress no greater than 25' in excavations 4'or more in depth.	
B. Ladders used in excavations secured and extended 3' above the edge of the trench.	
C. Structural ramps used by employees designed by a competent person.	
D. Structural ramps for equipment designed by registered professional engineer (RPE).	
E. Employees protected from cave-ins when entering or exiting the excavation.	

F. Ramps constructed of materials of uniform thickness, cleated together on the bottom, equipped with no-slip surface.	
4. Wet Conditions:	
A. Precautions take to protect employees from the accumulation of water.	
B. Water removal equipment monitored by a competent person.	
C. Surface water or runoff diverted or controlled to prevent accumulation in excavation.	
D. Inspections made after every rainstorm or other hazard-increasing occurrence.	
5. Hazardous Atmosphere:	
A. Atmosphere within excavation tested where there is reasonable possibility of oxygen deficiency, combustible or other harmful contaminant exposing employees to a hazard.	
B. Adequate precautions taken to protect employees from exposure to an atmosphere containing less than 19.5% oxygen and/or to other hazardous atmospheres.	
C. Ventilation provided to prevent employee exposure to an atmosphere containing flammable gas in excess of 10% of the lower explosive limit of the gas.	
D. Testing conducted often to ensure that the atmosphere remains safe.	
E. Emergency equipment, such as breathing apparatus, safety harness, lifeline, and/or basket stretcher readily available where hazardous atmospheres could or do exist.	
F. Employees trained to use personal protective and other rescue equipment.	
G. Safety harness and lifeline used and individually attended when entering bell bottom or other deep confined excavations.	
6. Support Systems:	
A. Materials and/or equipment for support systems selected based on soil analysis, trench depth, and expected loads.	
B. Materials and equipment used for protective systems inspected and in good condition.	
C. Materials and equipment not in good condition have been removed from service.	
D. Damaged materials/equipment used for protective systems inspected by registered professional engineer (RPE) after repairs/before being placed back in service.	
E. Protective systems installed without exposing employees to the hazards of cave-ins, collapses, or threat of being struck by materials or equipment.	
F. Members of support system securely fastened to prevent failure.	
G. Support systems provided in ensure stability of adjacent structures, buildings, roadways, sidewalks, walls, etc.	
H. Excavations below the level of the base or footing supported, approved by an RPE.	
I. Removal of support systems progresses from the bottom and members are released slowly as to note any indication of possible failure.	
J. Backfilling progresses with removal of support system.	
K. Excavation of material to a level no greater than 2' below bottom of the support system and only if the system is designed to support the loads calculated for the full depth.	
L. Shield system placed to prevent lateral movement.	
M. Employees are prohibited from remaining in shield system during vertical movement.	

ATTACHMENT 11

DAILY TRENCHING LOG

DATE:	SIGNATURE:
WEATHER:	PROJECT:

Was One Call System contacted: ☐ Yes ☐ No

Protective system: ☐ Trench shield (box) ☐ Wood shoring ☐ Sloping
Other_____

Purpose of trenching: ☐ Drainage ☐ Water ☐ Sewer ☐ Gas
Other_____

Were visual soil tests made: ☐ Yes ☐ No
If yes, what type?_____

Were manual soil tests made: ☐ Yes ☐ No
If yes, what type?_____

Type of soil: Stable Rock_____Type A_____Type B_____Type C _____

Surface encumbrances: ☐ Yes ☐ No
If yes, what type?_____

Water conditions: Wet_____Dry_____Submerged _____

Hazardous atmosphere exists: ☐ Yes ☐ No
(If yes, follow confined space entry procedures policy; complete Confined Space Entry Permit; monitor for toxic gas(es))

Is trenching or excavation exposed to public vehicular traffic (exhaust emission): ☐ Yes ☐ No
(If yes, refer to confined space entry procedures; complete Confined Space Entry Permit; monitor for toxic gas(es))

Measurements of trench: Depth_____Length _____Width _____

Is ladder within 25 feet of all workers: ☐ Yes ☐ No

Is excavated material stored two feet or more from edge of excavation: ☐ Yes ☐ No

Are employees exposed to public vehicular traffic: ☐ Yes ☐ No

Are other utilities protected: ☐ Yes ☐ No
(Water, sewer, gas or other structures)

Are sewer or natural gas lines exposed: ☐ Yes ☐ No
(If yes, refer to confined space entry procedures policy; complete Confined Space Entry Permit; monitor for toxic gas(es))

Periodic inspection: ☐ Yes ☐ No

Did employees receive training in excavating: ☐ Yes ☐ No

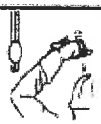
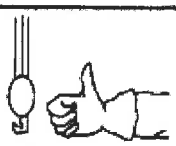
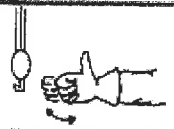
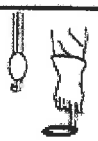
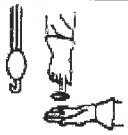
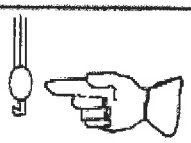
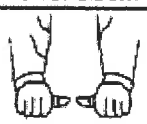
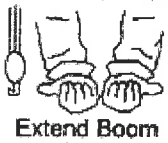
ATTACHMENT 12

Crane Inspection Checklist

ITEM	OK	NOT OK	N/A	ITEM	OK	NOT OK	N/A
PARK BRAKE				ANGLE INDICATOR			
AIR PRESSURE				LOAD INDICATOR			
LOW AIR WARNING				OUTRIGGER CONTROL			
BACK-UP ALARM				OUTRIGGER JACKS			
AIR COMPRESSOR				OUTRIGGER PADS			
AIR TANKS & LINES				BOOM HOIST			
AIR TANKS DRAINED				BOOM TELESCOPE			
ENGINE OIL				AUXILLARY WINCH			
HYDRAULIC OIL				MAIN WINCH			
RADIATOR				LIMIT SWITCHES			
DRIVE BELTS				ALL CONTROLS			
HOSES				TRACK PADS			
FUEL LEVEL				TRACK RAILS/PINS			
HORN				SPROCKETS/IDLERS			
MIRROR				WIRE ROPE			
LIGHTS & SWITCHES				SHEAVES			
WIPERS				HOOK BLOCK			
HEATER/DEFROSTER				HEADACHE BALL			
TURN SIGNAL				ANTI-TWO BLOCK			
LUG NUTS				SLINGS			
TIRE AIR PRESSURE				SHACKLES/HOOKS			
SEAT				SWING BARRICADE			
SWING				POWER LINES			
SWING BRAKE				SOIL CONDITIONS			
POSITIVE LOCKS				CAB & DECK CLEAN			

ATTACHMENT 13

CRANE HAND SIGNALS

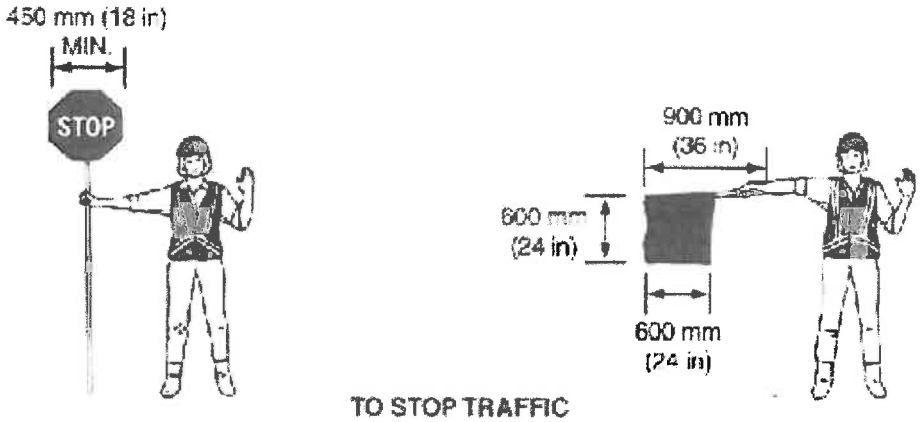
 Main Hoist	Auxiliary Hoist	Hoist Load	Hoist Load Slowly	Stop
 Raise Boom	 Raise Boom & Lower Load	 Lower Load	 Lower Load Slowly	Emergency Stop
Lower Boom	Lower Boom & Raise Load	 Swing Boom	Swing Boom Slowly	Travel (mobile eqpt)
 Retract Boom 2 hands	Retract Boom 1 hand	 Extend Boom 2 hands	Extend Boom 1 hand	Dog Everything

ATTACHMENT 14

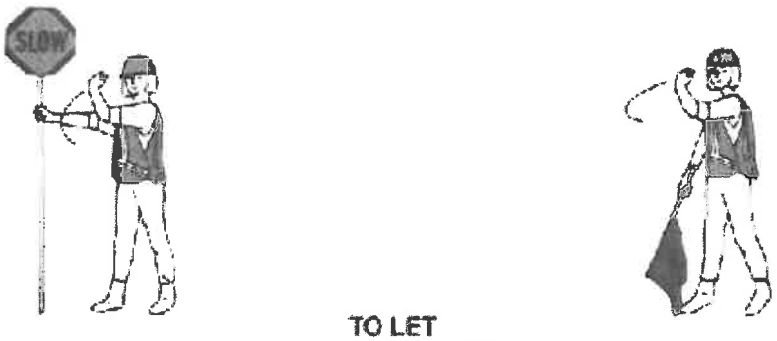
Work Zone Hand Signals

PREFERRED METHOD
STOP/SLOW Paddle

EMERGENCY SITUATIONS ONLY
Red Flag



TO STOP TRAFFIC



TO LET TRAFFIC PROCEED

TO ALERT AND SLOW TRAFFIC

ATTACHMENT 15

PROPER PROCEDURE FOR HAND SIGNAL DEVICES

The following method of signaling with paddles shall be used:

- To stop road users, the flagger shall face road users and aim the STOP paddle face toward road users in a stationary position with the arm extended horizontally away from the body. The free arm shall be held with the palm of the hand above should level toward approaching traffic.
- To direct stopped road users to proceed, the flagger shall face road users with the SLOW paddle face aimed toward road users in a stationary position with the arm extended horizontally away from the body. The flagger shall motion with the free hand for road users to proceed.
- To alert or slow traffic, the flagger shall face road users with the SLOW paddle face aimed toward road users in a stationary position with the arm extended horizontally away from the body.
- To further alert or slow traffic, the flagger holding the SLOW paddle face toward road users may motion up and down with the free hand, palm down.

The following methods of signaling with a flag shall be used:

- To stop road users, the flagger shall face road users and extend the flag staff horizontally across the road users' lane in a stationary position so that the full area of the flag is visibly hanging below the staff. The free arm shall be held with the palm of the hand above the shoulder level toward approaching traffic.
- To direct stopped road users to proceed, the flagger shall stand parallel to the road user movement and with flag and arm lowered from the view of the road users, and shall motion with the free hand for road users to proceed. Flags shall not be used to signal road users to proceed.
- To alert or slow traffic, the flagger shall face road users and slowly wave the flag in a sweeping motion of the extended arm from shoulder level to straight down without raising the arm above a horizontal position. The flagger shall keep the free hand down.

Distance of Flagger Station in Advance of the Work Space			
Speed (mph)	Distance (ft)	Speed (mph)	Distance (ft)
20	35	45	220
25	55	50	280
30	85	55	335
35	120	60	415
40	170	65	485

ATTACHMENT 16

Incident Report Form

Please complete form and return to main office within 24 hours of the incident.

Incident Information Subcontractor Name: _____

Job Name: _____

Job Number: _____ Date Reported to Supervisor: _____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

Weather Conditions: __Clear __Sunny __Cloudy __Fog __Rain Other: _____

Road Type: __Asphalt __Concrete __Gravel __Dirt Other: _____

Road Conditions: __Dry __Wet __Icy __Potholes Other: _____

Witness: _____ Witness: _____

Phone Number: _____ Phone Number: _____

Description of incident (Please attach more sheets if necessary): _____

Describe future action to be taken, including preventative measures to ensure the incident does not occur again:

Injury

Name of Injured: _____ Department: _____

Job Title: _____ Injury Date: _____

Phone Number: _____ Injury Time: _____

Nature and extent of known injuries: _____

Property Theft / Property Damage

Cause of Loss / Damage: _____ Theft _____ Vandalism _____ Fire _____ Wind _____ Rain/Flood _____ Other

Employee Name: _____ Police Report: _____

Description of Damages (Please attach more sheets if necessary): _____

Equipment Damage

Equipment Description: _____ Equipment #: _____

Brand: _____ Rental: _____ Yes _____ No

Was Operator Trained? _____ Yes _____ No

Driver Name: _____ Passenger Name: _____

List of Injuries: _____ List of Injuries: _____

Description of Damage: _____

Cause of Damage: _____

Rental Company Name: _____

A.R.S. 20-466.03 "For your protection Arizona law requires the following statement to apear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties."

ATTACHMENT 17

Automobile Incident **Please list Vehicles under "Equipment Damage" Section**

Incident Location: _____

Your Speed: _____ Other Vehicle Speed: _____ Speed Limit: _____

Police Officer Name: _____ Badge #: _____

Was Citation Issued: _____ Yes _____ No To Whom: _____

License Plate of Other Vehicle: _____ Number of Other Vehicles Involved: _____

Describe Damage: _____

Insurance Information

Insurance Name: _____

Policy #: _____

Phone #: _____

Contact Person: _____

Injuries to Other Vehicle

Driver Name: _____

Address: _____

City, State, Zip: _____

Phone #: _____

List of Injuries: _____

Passenger Name: _____

Phone #: _____

List of Insuries: _____

Passenger Name: _____

Phone #: _____

List of Injuries: _____

Please use additional sheets for multiple vehicle incidents.

Utility Damage

Utility Owner: _____ Utility Supervisor: _____

Blue Stake #: _____ Supervisor Phone #: _____

Location - Address and/or Station # of Damage: _____

Name of Employees at Scene: _____

Was Utility Shown on Plans? _____ Yes _____ No

Was Utility Potholed? _____ Yes _____ No

Was Utility Being Potholed? _____ Yes _____ No - Please Explain: _____

Depth of Utility: _____

Describe Damage: _____

Cause of Damage: _____

Please describe the situation using the drawing below.

Supervisor Name: _____ Supervisor Signature: _____

Employee Signature: _____ Date: _____

A.R.S. 20-466.03 "For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to

ATTACHMENT 17

Hot Work Permit			
Date Issued			
Issued By			
Location of Hot Work			
Type of Hot Work	Welding - Cutting - Grinding - Other		
EXPIRES	Time_____Date _____		
Job Description			
Safety Requirements - required to be established & maintained			
The person issuing this permit has required the following safety precautions and indicated by his initials that the following circled items have been established prior to issuing this permit			Initials of Issuing Authority
No flammables/combustibles within 50 feet			
Fully Charged Extinguisher at work area			
Fire Watch(es) briefed & stationed			
Adequate ventilation established			
Welding curtains or shields			
Respirators used			
Hot Work Personal Protective Equipment			
Warning signs posted			
Welding / cutting equipment inspected			
Certified Welder			
Surrounding equipment is Locked Out / Tagged Out			
No flammable / combustible gasses in area			
Confined Space Entry Permit Issued			
Access to work area controlled			
Task Started	Time_____	Date _____	
Task Completed	Time_____	Date _____	
Fire Watch Secured	Time_____	Date _____	
Permit Ended	Time_____	Date _____	
Return Completed Permit to:			

ATTACHMENT 18

Fire Prevention Checklist

Monthly inspections on following items:	Pass	Fail
Ready access to any and all buildings.		
Ready egress from any and all buildings.		
Ready access to all fire fighting equipment.		
All fire fighting equipment conspicuously located.		
Temporary or permanent water supply when combustibles on site.		
Keep any stored material at least 36" from Access and Egress doors.		
Exit signs at all exit locations.		
Flammable material kept in fire resistant cabinet.		
Flammable material stored at least 50' from any ignition source.		

Miscellaneous Fire Prevention Requirements include:

Monthly inspections logged on all fire extinguishers.		
Annual servicing for fire extinguishers (when applicable)		
Proper Fire Extinguishers in appropriate areas.		
Fire extinguishers for every 3000 square feet of building.		
Travel distance to any fire extinguisher no more than 100'.		
Fire extinguishers for every floor of a building.		
One fire extinguisher adjacent to stairwells for every floor.		

Emergency evacuation plan must include:

Designated meeting area.		
Evacuation route and procedures.		
Procedure for accounting for all personnel.		
The means of alerting employees to an emergency.		
The means for an employee to report an emergency.		

ATTACHMENT 19

UTILITY DAMAGE ACKNOWLEDGEMENT FORM

The following information is documentation of a utility hit and/or damage to an existing utility that was not properly blue staked and located and/or said damage was of no fault of the Company This letter also will serve as the documentation for lost/standby time involved and pertaining to the Company.

Location of Utility Damage:_____

Time of Utility Damage:_____

Total Lost/Standby Time:_____

Repairman On Site:_____

Locate Company:_____

SIGNATURE UTILITY REPRESENTATIVE: _____

SIGNATURE ***SD CRANE BUILDERS INC.*** COMPETENT PERSON:_____

DATE:_____

REASON FOR UTILITY DAMAGE:_____

_____

_____

_____

_____

ATTACHMENT 20

Incident Protocols

****SD Crane employees must follow the protocols below as well as the AER Employee Solutions protocols.**

Work Related Injuries

1. Attend to the needs of the injured worker. Call 911 for any severe or life-threatening injury.
2. Notify the business office, then CST Risk Management with the basic information. If the injury occurs outside of normal office hours, leave a voice message in the general delivery mailbox and follow up with the business office to verify that the message was received.
3. Identify and secure or eliminate the hazard.
4. Gather written statements from witnesses.
5. Complete the Incident Report and the Supplemental Report.
6. Turn in completed detailed reports to the business office, central mail slot "Incident Reports", within 24 hours.

All injuries regardless of severity must be reported to the business office immediately.
ALL INJURED employees are required to participate in the company's mandatory post-incident substance testing program.
DO NOT discuss specific details related to any on the job injury with anyone other than an authorized representative of ***SD CRANE BUILDERS INC.***.

Automobile Collisions

1. Notify emergency services (call 911) and attend to injured parties.
2. Notify the business office, then CST Risk Management with the basic information. If the collision occurs outside of normal office hours, leave a voice message in the general delivery mailbox and follow up with the business office to verify that the message was received.
3. Note the location of all vehicles involved (take photographs if possible).
4. If your vehicle if operable, remove it to a safe area away from the path of moving traffic.
5. Gather written statements from witnesses or obtain names, addresses and telephone numbers of witnesses.
6. Complete the Incident Report and Supplemental Report.
7. Turn in completed detailed reports to the business office, central mail slot "Incident Reports", within 24 hours.

ALL EMPLOYEES are required to participate in the company's mandatory post-incident substance testing program.
NEVER admit fault.
DO NOT discuss details of the incident with anyone other than a uniformed police officer and an authorized representative of ***SD CRANE BUILDERS INC.***.

Regulatory Inspections

1. Escort the regulatory inspector to a job trailer or other area away from the active workplace.
2. Verify the credentials of the regulatory inspector and determine the purpose and focus of the inspection.
3. Notify a member of the business office, then CST Risk Management of the inspector's presence and purpose. If one is not immediately available, continue to contact them until they have been notified, a voice mail message is not acceptable notification.
4. Advise the regulatory inspector that your company's representative is en route and request that they wait for their arrival.
5. Unless otherwise directed stay with the regulatory inspector until an authorized representative from ***SD CRANE BUILDERS INC.*** arrives at the workplace.
6. If the regulatory official starts the inspection prior to an authorized representative's arrival, accompany the inspector through the entire process. Document and photograph any deficiencies identified by the inspector
7. Forward any pertinent documents received from the inspector to a member of the business office within 24 hours.

NEVER deny access to or argue with a regulatory inspector.
Answer all questions directly, but do not volunteer information that is not requested.
NEVER allow a regulatory inspector to walk your workplace unescorted.
Ensure that the regulatory inspector wears the required Personal Protective Equipment while on your workplace.

Third Party Liability

1. Any person that is not directly associated with your work environment who alleges physical damage, bodily injury, or other forms of loss should be referred to the business office. If they deliver documentation or volunteer information related to their claim, forward it IMMEDIATELY to the business office.
2. Notify the business office with the basic information. If the alleged incident occurs outside of normal office hours, leave a voice message in the general delivery mailbox and follow up with the business office to verify that the message was received.
3. Complete the Incident Report and Supplemental Report.
4. Turn in completed detailed reports to the business office, central mail slot "Incident Reports", within 24 hours.

NEVER accept liability under any circumstance.
DO NOT discuss details of the incident with anyone other than a uniformed police officer and an authorized representative of the Company.

Equipment Damage

1. Notify the business office with the basic information. If the incident occurs outside of normal office hours, leave a voice message in the general delivery mailbox and follow up with the business office to verify that the message was received.
2. Note the location of damaged equipment (take photographs if possible).
3. Gather written statements from witnesses or obtain names, addresses and telephone numbers of witnesses.
4. Complete the Incident Report and Supplemental Report.
5. Turn in completed detailed reports to the business office, central mail slot "Incident Reports", within 24 hours.

All employees involved in damaging equipment are required to participate in the company's mandatory post-incident substance testing program.
Do not discuss details of the incident with anyone other than an authorized representative of ***SD CRANE BUILDERS INC.***.

ATTACHMENT 21

Utility Damage

1. Contact the utility company and request that a representative inspect the damage.
2. Secure the location and follow up with the utility company until the representative responds.
3. Notify the business office with the basic information. If the incident occurs outside of normal office hours, leave a voice message in the general delivery mailbox and follow up with the business office to verify that the message was received.
4. Take pictures of the damaged utility and location of all Blue Stake markers.
5. Gather written statements from witnesses or obtain names, addresses and telephone numbers of witnesses.
6. Complete the Incident Report and Supplemental Report.
7. Turn in completed detailed reports to the business office, central mail slot "Incident Reports", within 24 hours.
8. Have owner's representative sign the responsibility form. Include the name and number of the utility representative.

ALL EMPLOYEES are required to participate in the company's mandatory post-incident substance testing program.
NEVER accept responsibility for damaged utilities.
DOCUMENT all conversations and log telephone calls including names and telephone numbers with those related to the incident.
When a formal response is necessary the business office will make it.

Property Damage

1. If the incident involves an unattended vehicle or fixed object, take reasonable steps to locate and notify the owner. If the owner cannot be found, leave a notice on the vehicle or object, listing your name, the company's name, address, telephone number and the name of a representative within ***SD CRANE BUILDERS INC***; to contact.
2. Notify the business office with the basic information. If the incident occurs outside of normal office hours, leave a voice message in the general delivery mailbox and follow up with the business office to verify that the message was received.
3. Take pictures of the damage and any equipment that may have been involved in the incident.
4. Complete the Incident Report and Supplemental Report.
5. Turn in completed detailed reports to the business office, central mail slot "Incident Reports", within 24 hours.

NEVER accept responsibility for Property Damage.
DO NOT attempt to make settlement.
DO NOT discuss details of the incident with anyone other than an authorized representative of ***SD CRANE BUILDERS INC***.
ALL EMPLOYEES involved in incident causing damage are required to participate in the company's mandatory post-incident substance testing program.

Theft

1. Notify the police department and request a police report.
2. Notify the business office with the basic information. If you discover the theft outside of normal office hours, leave a voice message in the general delivery mailbox and follow up with the business office to verify that the message was received.
3. Gather written statements from witnesses, if any, including their names, addresses and telephone numbers.
4. Complete the Incident Report and Supplemental Report.
5. Turn in completed detailed reports to the business office, central mail slot "Incident Reports", within 24 hours.

Vandalism

1. Notify the police department and request a police report.
2. Notify the business office with the basic information. If you discover the vandalism outside of normal office hours, leave a voice message in the general delivery mailbox and follow up with the business office to verify that the message was received.
3. Gather written statements from witnesses, if any, including their names, addresses and telephone numbers.
4. Complete the Incident Report and Supplemental Report.
5. Turn in completed detailed reports to the business office, central mail slot "Incident Reports", within 24 hours.

Necessary Information

Your Name
Project Number
Type of Incident: (Injury, Collision, Third Party Liability, Equipment Damage, Utility Damage, Property Damage, Theft, Vandalism)
Specific Location of Incident

Injury:	Name of injured employee Nature and severity of the injury (minor, severe, life threatening)
Collision:	Name of involved employee(s) and others If there are injuries, name(s) of those injured (both employees(s) and others) Nature and severity of the injuries (minor, severe, life threatening) Company vehicle or equipment involved.
Third Party Liability	Name of individual making the claim Nature of claim Reasonable estimate of claim value
Equipment Damage:	Make and model of equipment, and equipment identification number Severity of damage
Utility Damage:	Type and owner of utility – nature of damage
Property Damage:	Name of individual(s) involved, nature and severity of the incident Reasonable estimate of the damages
Theft:	Items stolen and estimated value of the stolen items
Vandalism:	Items vandalized and estimated value of the vandalized items

ATTACHMENT 21

NEW HIRE SAFETY ORIENTATION TRAINING

NAME:_____ **DATE**_____

POSITION/JOB TITLE: _____

SUPERVISOR NAME:_____ **PHONE:** _____

NEW HIRE PREVIOUS SAFETY TRAINING AND CERTIFICATIONS:

_____

_____

_____

☐ **JOBSITE INFORMATION**

NAME OF COMPETENT PERSON: _____

JOBSITE PHONE NUMBER: _____

CORRECT OR REPORT ALL SAFETY CONCERNS IMMEDIATELY

- ❑ **LOCATION OF FACILITIES**
  Parking
  Break Area
  Rest Rooms/Wash Stations
- ❑ **TIME AND LOCATION OF SAFETY MEETINGS**

_____

- ❑ **ASSIGNED SAFETY PARTNER**

_____

- ❑ **INDIVIDUAL COMMITMENT**
- ❑ **PREPLANNING**
- ❑ **PERSONAL PROTECTIVE EQUIPMENT (PPE)**
  Hard Hat
  Safety Vest/Safety Shirt
  As Needed
  Gloves, Hearing Protection, Face Shields and Respiratory Protection
- ❑ **FALL PROTECTION**
  Required Equipment
  Full Body Harness
  Double Locking, Shock Absorbing Lanyard
  Ladders/Scaffolds
  Personnel Lifts
  CAZ'S
  Safety Monitor
- ❑ **HAZARDOUS COMMUNICATION**
  3E Company 800-451-8346
  If any questions or concerns, contact your supervisor
  Fire Procedures
  Spill Procedures
- ❑ **ITEMS REQUIRING FURTHER TRAINING**
  Excavation and Trenching, Confined Space Entry, Forklift, Fall Protection, Hazardous Materials, Lock- out/Tag-out, Traffic Control, Hot Work, Aerial Lift
- ❑ **ELECTRICAL**
  Ground Fault Circuit Interrupter (GFCI) Required
- ❑ **CONFINED SPACE PROCEDURE**
  Do not enter any confined spaces without contacting your Supervisor
- ❑ **LIFTING**
  Proper Lifting Technique
  Ask for assistance if item is too heavy or bulky to lift
- ❑ **HOUSEKEEPING**
  Clean up as you work throughout the day
- ❑ **EMERGENCY RESPONSE PLAN**
  First-Aid/Bloodborne Pathogen Kit
  Report all incidents – no matter how minor
  Small Injuries
  Near Misses
  Equipment and Property Damage
  Major Injuries
- ❑ **SAFETY DISCIPLINE PROCEDURE**
  Verbal Warning
  Written Reprimand
  Suspension
  Dismissal/Termination of Employment
  Severity of Penalty Dependent Upon Severity of Safety Violation
- ❑ **EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**
  Dispute Resolution Procedures
- ❑ **SUBSTANCE TESTING PLICY**
  Post Incident, Random and Reasonable Suspicion

I acknowledge that I have received the initial company safety orientation. I understand that it is my obligation to be an active participant in safety performance and that working safely will be my number one priority. I have been oriented with the company's rules, regulations and safe work practices as set forth. I will always seek assistance from the competent person if I need help, feel I am not qualified, or have not been properly trained before starting any task.

Employee Signature_____

ATTACHMENT 22

Coronavirus Disease (COVID-19)
Environmental Cleaning & Disinfecting
Interim Guidelines
During & Completion of Construction

BACKGROUND

What is Coronavirus? *As described by AZDH*
Coronaviruses are a large family of viruses. There are several known coronaviruses that infect people and usually only cause mild respiratory disease, such as the common cold.
At least two previously identified coronaviruses have caused severe disease:

1. Severe acute respiratory syndrome coronavirus (SARS-CoV) and Middle East respiratory syndrome coronavirus (MERS-CoV).
2. SARS-CoV and MERS-CoV are NOT the cause of the current outbreak.

Coronaviruses can be found in animals, and some of these viruses have the capability of transmitting between animals and humans or from person-to-person.

PURPOSE

To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers, and the public.
S.D. Crane Builders, Inc. and its operations, regardless of whether the operation is performed by a Company employee or subcontractor, to assure safe and healthful working conditions for working men and women; by authorizing enforcement of the Center of Disease Control and Prevention and Arizona Department of Health Services recommendations; by assisting and encouraging the COVID-19 prevention and spread in their efforts to assure safe and healthful working conditions, during and post construction. Our efforts will include providing for information, education, and training in the field of precautions, preventions and updated recommendations.

Reduce the spread of COVID-19:

Actively encourage sick employees to stay home:

- Employees who have symptoms (i.e., fever, cough, or shortness of breath) should notify their supervisor and stay home.
- Sick employees should follow CDC-recommended steps. Employees should not return to work until the criteria to discontinue home isolation are met, in consultation with healthcare providers and state and local health departments.
- Employees who are well but who have a sick family member at home with COVID-19 should notify their supervisor and follow CDC recommended precautions.

Workplace procedure:

- Follow the policies and procedures of your employer related to illness, cleaning and disinfecting, and work meetings and travel.
- Practice social distancing by avoiding others and maintaining distance (approximately 6 feet or 2 meters) from others when possible.
- Stay home if you are sick, except to get medical care. Learn what to do if you are sick.
- Inform your supervisor if you have a sick family member at home with COVID-19. Learn what to do if someone in your house is sick.
- Wash your hands often with soap and water for at least 20 seconds. Use hand sanitizer with at least 60% alcohol if soap and water are not available.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow. Throw used tissues in the trash and immediately wash hands with soap and water for at least 20 seconds. If soap and water are not available, use hand sanitizer containing at least 60% alcohol. Learn more about coughing and sneezing etiquette on the CDC website.
- Clean AND disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, and doorknobs. Dirty surfaces can be cleaned with soap and water prior to disinfection. To disinfect, use products that meet EPA's criteria for use against SARS-CoV-2external icon, the cause of COVID-19, and are appropriate for the surface.
- Avoid using other employees' phones, desks, offices, or other work tools and equipment, when possible. If necessary, clean and disinfect them before and after use.

PREVENTION:

- Practice social distancing by avoiding others and maintaining distance (approximately 6 feet or 2 meters) from others when possible.

- Perform routine environmental cleaning:
    - Routinely clean all frequently touched surfaces in the workplace, such as workstations, countertops, and doorknobs.
        - Use a bleach-and-water solution (0.1% solution; 1:50 dilution) or disinfectant with a label that says "EPA approved" for killing bacteria and viruses. Always follow directions on product labels.
        - No additional disinfection beyond routine cleaning is recommended at this time.
- Provide disposable wipes so that commonly used surfaces can be wiped down by employees before and after each use. Employees who show up to work sick, or become sick at work, should be sent home immediately.

Support respiratory etiquette and hand hygiene for employees, customers, and worksite visitors:

- Provide tissues and no-touch disposal receptacles.
- Provide soap and water in the workplace. If soap and water are not readily available, use alcohol-based hand sanitizer that is at least 60% alcohol. If hands are visibly dirty, soap and water should be chosen over hand sanitizer. Ensure that adequate supplies are maintained.
- Place hand sanitizers in multiple locations to encourage hand hygiene.
- Place posters that encourage hand hygiene to help stop the spread at the entrance to your workplace and in other workplace areas where they are likely to be seen.
- Discourage handshaking – encourage the use of other noncontact methods of greeting.
- Direct employees to visit the coughing and sneezing etiquette and clean hands webpage for more information.

How to Clean and Disinfect Surfaces, during Construction and at Completion of Construction

- Clean AND disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, doorknobs and tools. Dirty surfaces can be cleaned with soap and water prior to disinfection. To disinfect, use products that meet EPA's criteria for use against SARS-CoV-2external icon, the cause of COVID-19, and are appropriate for the surface.
- If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.
- For disinfection, diluted household bleach solutions, alcohol solutions with at least 60% alcohol, and most common EPA-registered household disinfectants should be effective.
    - Diluted household bleach solutions can be used if appropriate for the surface. Follow manufacturer's instructions for application and proper ventilation. Check to ensure the product is not past its expiration date. Never mix household bleach with ammonia or any other cleanser. Unexpired household bleach will be effective against coronaviruses when properly diluted.
- Prepare a bleach solution by mixing:
    - 5 tablespoons (1/3rd cup) bleach per gallon of water or
    - 4 teaspoons bleach per quart of water
    - Products with EPA-approved emerging viral pathogens claims external icon are expected to be effective against COVID-19 based on data for harder to kill viruses. Follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.).
    - For soft (porous) surfaces such as carpeted floor, rugs, and drapes, remove visible contamination if present and clean with appropriate cleaners indicated for use on these surfaces.
    - If the items can be laundered, launder items in accordance with the manufacturer's instructions using the warmest appropriate water setting for the items and then dry items completely.
    - Otherwise, use products with the EPA-approved emerging viral pathogens claims (examples at this linkpdf iconexternal icon) that are suitable for porous surfaces

Personal Protective Equipment (PPE) and Hand Hygiene:

- **Cleaning staff should wear disposable gloves and gowns for all tasks in the cleaning process, including handling trash.**
  - Gloves and gowns should be compatible with the disinfectant products being used.
  - Additional PPE might be required based on the cleaning/disinfectant products being used and whether there is a risk of splash.
  - Gloves and gowns should be removed carefully to avoid contamination of the wearer and the surrounding area. Be sure to **clean hands** after removing gloves.
- Gloves should be removed after cleaning a room or area occupied by ill persons. Clean hands immediately after gloves are removed. Properly dispose of after use.
- Cleaning staff should immediately report breaches in PPE (e.g., tear in gloves) or any potential exposures to their supervisor.
- **Cleaning staff and others should clean hands often**, including immediately after removing gloves and after contact with an ill person, by washing hands with soap and water for 20 seconds. If soap and water are not available and hands are not visibly dirty, an alcohol-based hand sanitizer that contains 60% alcohol may be used. However, if hands are visibly dirty, always wash hands with soap and water.
- Follow normal preventive actions while at work and home, including cleaning hands and avoiding touching eyes, nose, or mouth with unwashed hands.
  - Additional key times to clean hands include:
    - After blowing one's nose, coughing, or sneezing
    - After using the restroom
    - Before eating or preparing food
    - After contact with animals or pets

ACKNOWLEDGMENT OF RECIEPT AND UNDERSTANDING
SD CRANE BUILDERS WRITTEN COMPLIANCE PLAN

This will acknowledge that I have received my copy of the ***SD CRANE BUILDERS INC.*** Written Compliance Plan; hereinafter the Plan, and that I will read and familiarize myself with its contents.

I understand and acknowledge that I am responsible for ensuring compliance with the Plan and that I am responsible to maintain an effective and safe working environment.

I acknowledge that I am to report any unsafe condition to my immediate Reporting Official, Supervisor, or member of Management upon discovery.

Employee's Name: _____

Employee's Signature: _____
(Blue Ink required)

Date: _____ Last Four Digits SSN: _____

Management Signature: _____

SD CRANE
BUILDERS, INC.

1215 W. RIO SALADO PKWY. • SUITE 109 • TEMPE, AZ 8528
480.832.1777 • sdcranebuilders.com

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
S.D. CRANE BUILDERS, INC.

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with the 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 Statement of Work must not exceed $6,000,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay contractor compensation in accordance with the rates as set forth in the Mohave Cooperative Contract No.24B-SDC-0905 with S.D Crane Builders, Inc.