

## JOB ORDER CONTRACTING BUCKEYE ELEMENTARY SCHOOL DISTRICT

IFB# 17-003

McCarthy Building Companies, Inc. Statement of Qualifications | August 22, 2017



## Dear Members of the Selection Committee:

McCarthy is excited to offer a team that is extremely adept at working on Job Order Contracting projects and is committed to the highest levels of security, quality, and safety. Job Order Contracting requires a team well versed in the specific challenges and demands posed by construction at fully operational facilities and coordinating on tight active sites.

We offer you the certainty you only get from a World Class Builder capable of self-performing multiple trades. McCarthy's in-house services such as CAD/BIM, allow us to visually represent design ideas, coordinate projects, and provide accurate as-built documentation. We manage construction at a higher level than broker builders, exceeding customer expectations time after time.

Buckeye Elementary School District will benefit by selecting McCarthy for this Job Order Contracting solicitation because we will provide:

- A commitment to a strong, successful relationship We are, and have been, a teamoriented builder for many years. We look forward to a strong relationship with BESD, and strengthening our commitment to you through each Work Order.
- A partner who believes in building confidence and trust to earn repeat business with you We take pride in giving fair and honest pricing while delivering your projects on time.
- An experienced team who understands JOC McCarthy's JOC professionals are familiar with the challenges of building on busy, occupied sites while maintaining excellent working relationships with owners.
- Over 85 years of combined JOC experience Our team understand the JOC processes and procedures and will deliver successful projects at the highest level of quality and service.
- Wide range of experience with public agencies We have the expertise to complete all types of projects for Public agencies. We bring relationships and best practices to serve BESD.
- An emphasis on quality Our staff understands the importance of delivering high quality, and has specific quality based staff, procedures, training, and support materials to deliver "Quality without Question".

We are excited to have this opportunity to partner with BESD and we pledge to deliver projects that will be a source of pride for years to come. Thank you for your consideration.

Sincerely,

David Peterson
Senior Vice President, Operations

Receipt of Addendum #1, #2, #3, and #4 acknowledged by signature of this letter.





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- 1. Basic Company Information
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- 3. Key Personnel
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- 6. Responsiveness
- 7. Miscellaneous



1.1 Company name

McCarthy Building Companies, Inc.

1.3 Telephone number

480-449-4700

6225 N. 24th St., #200, Phoenix, AZ 85016

1.4 Fax number

480-449-4747

1.2 Address

1.5 Email address

DPeterson@mccarthy.com

1.6 Number of years in business (under submitted name) and number of years operating within the Phoenix metro area.

18 years under the submitted name, 39 years in Phoenix Metro Area

1.7 License(s)

General Commercial Contractors: Class B-01, ROC080911

General Engineering: Class A, 080910-003

Residential General Building Contractor: Class B, #133580 Air Conditioning, Refrigeration, & Heating: Class CR39, #138400

Plumbing: Class C-37

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

McCarthy was founded in 1864 in Ann Arbor, Michigan as a general contracting firm. Today, McCarthy is headquartered in St. Louis, MO and will administer this project from our Phoenix, AZ division office. The Southwest Region of McCarthy was established in the late 1970's as a fully-developed divisional office responsible for providing the entire range of client services for Arizona.

Indicate type of ownership.

**Employee-Owned S-Corporation** 

1.9 Identify which category or categories by dollar range, per job order, your firm is submitting qualifications. Both Small and Large Firm



- 2.1 Provide a statement of your experience providing job order construction services over the past few years. McCarthy has extensive experience providing JOC services on educational based projects. We have a dedicated group of professionals who focus primarily on JOC services for K-12, higher education, city, and county municipalities and organizations. Through direct contact with existing customers, we were successful in completing over \$10M in construction projects this past year, and have done for many years prior. Our JOC team has proven their capabilities by working on numerous active sites while demonstrating their commitment to the highest level of quality and safety.
- 2.3 Provide a list of your job order contracts. Include date of contract, contracting agency, contract information, and value of contract.

Cooperative/State Agency	Expiration	Agency Contact Information	Annual Sales Volume
1GPA	11/2017	Christy Knorr, Director of Ops - 1910 W. Washington St. Phoenix, AZ 85009 - (951)775-8466	\$5M
Mohave Education Services	8/2019	Deborah Sandoval, Dir. of Outreach and Education - 5225 N. Central Ave, # 218, Phoenix, AZ 85012 - (602)277-4920	\$2.5M
S.A.V.E. (Arizona)	1/2020	Stephanie Bauer, Asst. Dir. of Admin Services - P.O. Box 5637 Flagstaff, AZ 86011 - (928)523-3839	\$2M
Kyrene School District JOC	5/2021	Mason Meade, Asst. Dir. Capital Improvement Projects 8700 S. Kyrene Rd., Tempe, AZ 85284 - (480)541-1600	\$295,000
ASU JOC	8/2020	Daniel Delgadillo, Project Manager - 1551 S. Rural Rd., Tempe, AZ 85281 - (480)965-6828	\$622,000
ASU Utility Savings JOC	3/2020	Rob Vandling, Fire Systems Support Technology 1551 S. Rural Rd., Tempe, AZ 85281 - (480)727-7301	\$1.2M
National Cooperative Purchasing Alliance	3/2022	Ronnie Kincaid, Executive Director - 1850 Hwy 351, Abilene, TX 79601 - (625)675-8600	0 (new contract)
State of Arizona JOC	5/2022	Eric Peterson, Procurement Manager - 100 N. 15th Ave., #201, Phoenix, AZ 85007 - (602)364-0134	0 (new contract)
University of Arizona	5/2022	Brian Dolan, Asst. Dir., Construction - 200 W. 6th St, 3rd Floor, Tucson, AZ 85701 - (520)621-9116	\$32,100
City of Phoenix GC JOC	8/2019	Allan Smolko, Design & Construction Project Mgr 200 W. Washington St., Phoenix, AZ 85003 - (602)534-3749	\$294,800
City of Phoenix Aviation JOC	10/2021	BA Golston, Sr. Project Manager - 500 S. 24th St., Phoenix, AZ 85034 - (602)683-3876	\$1.1M



2.3 Provide a description of your experience working on educational or public sector based projects, working on multiple projects simultaneously, and working during limited time frames such as summer breaks and during a typical school year.

Working on multiple projects simultaneously is all about communication, flexibility, and meeting commitments.

Our dedicated team of JOC professionals are well versed in the dynamics of working on active school campuses where schedule, versatility, and discretion are key. **During 2017 summer break, McCarthy successfully started and completed more than 38 simultaneous JOC projects.** These projects took place at educational facilities and included working nights and weekends to accommodate summer school and alternative uses of the facilities. Some of these projects included new classrooms for two schools at Queen Creek Unified, working closely with Kyrene Elementary to renovate and remodel kindergarten restrooms at two schools, renovating the bus facility parking lot for Madison Elementary, and installing new walk-in coolers for Phoenix Elementary.

Our ability to deliver successful JOC projects during the short windows of school breaks comes from years of experience, and a deep understanding of the importance to maintain a safe and secure learning environment for the students. Through early planning and coordination, our JOC team will work side by side with you to maximize productivity and efficiency during those windows of school breaks, and make the process smooth and predictable.



2.4 Identify the number of JOC projects completed over the past three years and provide the following information:

2.4.1 How many projects were between \$1.00 and \$50,000	58
2.4.2 How many projects were between \$50,001 and \$100,000	27
2.4.3 How many projects were between \$100,001 and \$250,000	23
2.4.4 How many projects were between \$250,001 and \$500,000	13
2.4.5 How many projects were between \$500,001 and \$1,000,000	10
2.4.6 How many projects were over \$1,000,000	6
2.4.7 Indicate how many of these projects were completed and quoted using a Unit Price Book	6
2.4.8 Indicate how many of these projects were completed and quoted using Open Book Pricing	131

3.1 Provide information about the firm's personnel resources (average size of work force, position classifications, location(s) of personnel) / 3.2 Include information about support staff (office workers, etc.) With more than 350 local, experienced employees, McCarthy has the depth and resources necessary to successfully complete BESD's project. Our current resources based in our Phoenix office are:

Location	Title	Number
Field	Project Managers	40
Field	Warranty Manager (Education Projects)	1
Field	Superintendents	59
Field	Foremen	20
Field	Tradesmen	60 to 200
Office	Preconstruction Directors and Estimators	15
Office	Project Directors	10
Office	Schedulers	4
Office Administration	Region President, Sr. Executives, Vice Presidents, Controller, Legal, H.R., Risk Management, I.T., Safety, Quality, B.I.M., Secretaries, Accountants, Marketing, Business Development	47

3.3 Provide detailed information describing education, training and qualifications for key personnel (general management, project management, estimator, engineer, construction superintendent, etc.)

McCarthy hosts an array of training sessions for new and seasoned employees. Quarterly, different levels are broken up into training sessions covering all areas of the job. Other yearly training sessions include CPR training, crane training, safety and quality discussions, as well as daily operations training.

We are proposing seasoned McCarthy staff with extensive experience working on occupied campuses. Additional technical and support staff (BIM, solar, mechanical, & concrete specialists) are also available as needed.

Detailed information for key personnel are on the following pages.





### **EDUCATION**

Colorado State University, Bachelor of Science, Construction Management

### **CERTIFICATIONS**

U.S. Green Building Council LEED Accreditation

### **Relevant Project Experience**

**Various JOC Projects** - Oversees all JOC projects in Arizona. Contracts include 1GPA, ASU, City of Phoenix, Kyrene Elementary School District, Paradise Valley Unified School District, Mohave, SAVE, and TCPN.

West-MEC Southwest Campus - Buckeye, AZ; Phase I: \$16.8 million, 42,000 sf, two-story sustainable energy building for energy programs and a 12,000 sf, two-story Student Services building. Phase 2: \$8.3 million, 30,000 sf Industrial Technology building for carpentry, electrical, and plumbing trades and a 16,000 sf Health Occupations building. Phase 3; \$18 million, 43,000 sf, two single story buildings and one two-story buildings for cosmetology, dental assistant, veterinary science, STEM and a general gathering/conference building.

West-MEC Northeast Campus for Trades, Auto & Veterinary CTE - Phoenix, AZ; \$20.2 million, renovation of existing warehouse for Construction Trades classrooms, computer labs, and administration. Renovate separate existing structure for Auto/Truck repair training. Add a new 10,000 sf building for Auto Collision training and a new 15,000 sf building for training Veterinary Technicians. Project included a 432 kw solar canopy.

West-MEC Aviation Training Center - Glendale, AZ; \$7.5 million Aviation Training Facility, including one 40,000 sf, 2-story building housing seven classrooms, training labs and meeting spaces. Additional space includes a 20,000 sf hangar-type building containing paint booth, airplane engines, welding, machining, woodworking, library, computer lab, offices, tool center, restrooms, storage, spaces for training and training labs.

Maricopa High School - Parking Lot and Performing Arts Phase 4A and 4B - Maricopa, AZ; \$9 million, 35,000 sf, 1-story performing arts building that seats 750, parking lot and bus lane extension. Project also includes all civil work and light underground storm drainage work.

Scottsdale Unified Arcadia Neighborhood Learning Center Campus Rebuild - Scottsdale, AZ; \$14.5 million K-8 campus replacement to include new 2-story classroom building and full size multipurpose room.

Perry High School & Transportation Center - Chandler HS No. 4 & Trans. Facility - Gilbert, AZ; \$53 million 324,000 sf new high school campus on a 70 acre site.

Maricopa High School Modernization - Maricopa, AZ; \$43 million, complete redevelopment of a joint use elementary/middle/high school to a new high school campus.



### LICENSES AND CERTIFICATES

R.S. Means Certification Certified Professional Estimator

### ADDITIONAL PROJECT EXPERIENCE

Arcadia High School Rebuild Cocopah Middle Schools PVUHSD - Generator Additions SUSD - Data Center Relocation Tonalea Elementary School Modular Building Move

Dunbar Elem. Security Upgrades Phoenix El. Security Upgrades ASU Neeb Hall LED Lighting Retrofit ASU Tower Elevator Washington ESD - Restroom Remodel Washington ESD - Desert View Security Upgrades

Tonalea Elementary Renovations

Queen Creek Unified - Board Room Millwork Queen Creek Unified - Queen Creek HS Recovery Rooms

Kyrene ESD - Restroom Remodels
Phoenix ESD - Wilson Academy Renovation
ASU - Payne Hall LED Upgrade
ASU - BAC LED Lighting Upgrades

### **Relevant Project Experience**

Queen Creek Unified - Boardroom Millwork; \$10,000, Modify existing board dais to accept two added seats. Demo, framing, millwork, finish carpentry, solid surface counter tops, and flooring.

Kyrene Elementary School District - De Los Ninos and De Los Mariposa; \$294,849, Remodel and expand existing restrooms to increase capacity. Demo, framing, drywall, doors & hardware, millwork, toilet partitions, toilet accessories, ceramic tile, flooring, paint, acoustic ceilings, fire suppression, fire alarm, plumbing, HVAC, and electrical.

Washington Elementary School District - Desert View Security Upgrades; \$39,083, Install new securing window and lighting. Demo, concrete, masonry, steel, drywall, paint, glazing, electrical, and lighting.

### ASU Neeb Hall VFD Retrofit

\$55,687, install 6 new VFD to existing chilled water process piping, install new flow meters, delta T sensors, delta T pressure independent valves, and IOM controllers. This was an energy savings project to increase efficiency and reduce energy costs.

City of Phoenix Sky Harbor Term. 4 Infrastructure Mosaic / Xpress Spa \$121,581, Terminal 4 upgrade program to support new retail endeavors. McCarthy was hired to install new structural steel facades and headers to delineate property lines, reconfigure existing mechanical system, and deliver new electrical, plumbing & waste services to each location.

### ASU UCB LED Lighting Upgrade

\$193,520, the ASU UCB Lighting Retrofit project was an energy savings retrofit project to convert the University Center Building lighting from incandescent and fluorescent to LED to save energy with the 5 year payoff

### ASU West CLCC Laboratory Remodel

\$98,162, demo existing classroom space, and remodel to accept new cadaver laboratory with new HVAC, Plumbing, and Electrical.

### **ASU Tower Elevator**

\$134,340, refurbish 2 existing elevators and machine room and modernize lift equipment, and controls. Install new HVAC, air filtrations and duct work to provide more efficient temperature control and air quality. Install



### **EDUCATION**

Project Management
Alliance for Construction Excellence

General Education Rancho Santiago Community College

Pursuing SCPM Stanford University

### LICENSES AND CERTIFICATES

B1 General Contractor License (CA) #796829 B1 General Contractor License (AZ) #275046 OSHA 30-Hour Construction Safety and Health CPR & First Aid Training and Certification

#### PROFESSIONAL & COMMUNITY AFFILIATIONS

Center of Job Order Contracting Excellence National Board Member

National Legislation Committee Lead

### ADDITIONAL JOC PROJECT EXPERIENCE

Madison # 1 Resurfacing of Stairs **GUHSD** - Apollo Exterior Paint Creighton School Security Upgrades Madison Rose Lane Painting and Stage MTA Painting and Concrete Apollo & Glendale HS Water Damage U of A Medical Center Office Remodel U of A T Health Theater Repairs U of A T Health Control Room Remodel U of A T Health Transition PSHIA T4 Signage COP 27th Ave Excavator Replacement Sky Harbor Signage ASU Club Restroom Remodel ASU Cholla Laundry Room Renovation ASU ECD Power Lab ASU Fulton Center Millwork ASU UBC West LED Retrofit **ASU Tower Elevator ASU Prep Drainage Improvements** ASU Polytech Roofing ASU Noble TI Buildout ASU Noble SIRF LED Upgrade ASU Coor Hall 5th Floor Remodel ASU H Wing Podium Relocate

### **Relevant Project Experience**

Creighton ESD Security Updates; \$324,644, upgrade security at all administrative office front lobbies.

Sandra Day O'Connor HS Parking Expansion; \$458,777, new asphalt surface parking lot with lighting and adjacent site upgrades.

Queen Creek Unified School District - Boardroom Millwork; \$10,000; Modify existing board dais to accept two added seats. Demo, framing, mill work, finish carpentry, solid surface counter tops, and flooring.

Balsz Elementary School District - Summer Painting; \$108,330, Repaint interior classrooms at (3) schools during the summer break. Patch drywall, prepare walls for paint, paint walls.

Gilbert Public Schools - Quartz Elementary School Walk-in Coolers; \$23,854, Provide and install new walk-in coolers in cafeteria. Demo, framing, drywall, paint, walk-in cooler, plumbing, HVAC, and electrical.

Greenway High School Repairs; \$80,000, clean up and repair interior and exterior surfaces damaged during flood.

Kyrene School District - De Los Ninos / De Los Mariposa - Restrooms; \$294,849; Remodel and expand existing restrooms to increase capacity. Demo, framing, drywall, doors & hardware, mill work, toilet partitions, toilet accessories, ceramic tile, flooring, paint, acoustic ceilings, fire suppression, fire alarm, plumbing, HVAC, and electrical.

Washington Elementary School District - Desert View Security Upgrades; \$39,083; Install new securing window and lighting. Demo, concrete, masonry, steel, drywall, paint, glazing, electrical and lighting.

ASU Noble Library Emergency Renovation; \$1,900,000, renovation of existing library due to fire suppression deluge system malfunction and water damage. Removed and replaced all interior finishes, remove and replace soaked fiber duct throughout, test and repaired all electrical circuitry and lighting, removed and replaced flooring, millwork, doors and hardware.

ASU Gammage Emergency Electrical Repair; \$162,517, emergency call to excavate an existing underground electrical vault to replace damaged primary 12-480V due to years of settlement and movement. Temporary power was provided to the facility during the project to maintain theater operations. Primary power was restored 72 hours later.



### **EDUCATION**

Bachelor of Engineering Construction Management Arizona State University

### ADDITIONAL JOC PROJECT EXPERIENCE

Gilbert Public Schools - Walk in coolers Queen Creek Unified SD - Board Room Millwork Queen Creek Unified SD - Queen Creek HS Recovery Rooms

Balsz Elementary School - Summer Paint Project

Phoenix Elementary School District -Wilson Academy Renovation Washington Elementary School District -Restroom Remodel

Restroom Remodel
ASU Noble Library Classroom Remodel
ASU Noble Library Fire Sprinkler Remodel
ASU Noble Library Fire Sprinkler Remodel
ASU Noble Library Restroom Remodel
ASU University Club LED Lighting Upgrade
ASU University Club Back of House Refresh
ASU Engineering Wing Gas Lab
ASU ISTB 4 Fire Doors
ASU Engineering Sprinkler
ASU Coor Hall 5th Floor Remodel
ASU Cholla Laundry Room Renovation
ASU Bateman H Wing Lab

ASU Bookstore Remodel
City of Phoenix Salt River Maintenance Roof
City of Phoenix McDowell Center Roof

### **Relevant Project Experience**

Queen Creek Unified School District - Boardroom Millwork; \$10,000; Modify existing board dais to accept two added seats. Demo, framing, mill work, finish carpentry, solid surface counter tops, and flooring.

Balsz Elementary School District - Summer Painting; \$108,330, Repaint interior classrooms at (3) schools during the summer break. Patch drywall, prepare walls for paint, paint walls.

Gilbert Public Schools - Quartz Elementary School Walk-in Coolers; \$23,854, Provide and install new walk-in coolers in cafeteria. Demo, framing, drywall, paint, walk-in cooler, plumbing, HVAC, and electrical.

Creighton Security Updates; \$324,644, upgrade security at all administrative office front lobbies as the prime JOC contractor.

Phoenix ESD - Wilson College Prep; \$606,580, Renovation of an existing school campus including: Demo of exterior courtyard landscaping and concrete pour back; erection of three shade canopies and renovation of an existing canopy; landscape trimming and removal; drainage repairs and retention basin erosion controls; Pigeon and Sparrow control. Build-out of three new classrooms, expansion of community space, new teachers lounge; updated finishes, polished concrete, new paint, repair grid ceiling; LED upgrade to all lighting, re-direct hvac duct for new classroom spaces, and add drinking fountains.

ASU Noble Library Emergency Renovation; \$1,900,000, renovation of existing library due to fire suppression deluge system malfunction and water damage. Removed and replaced all interior finishes, remove and replace soaked fiber duct throughout, test and repaired all electrical circuitry and lighting, removed and replaced flooring, millwork, doors and hardware.

ASU Gammage Emergency Electrical Repair; \$162,517, emergency call to excavate an existing underground electrical vault to replace damaged primary 12-480V due to years of settlement and movement. This project engaged on the Friday before Easter Sunday and was a 24/7 program to restore primary power to Gammage Theater during a week of sold out performances. Temporary power was provided to the facility during the project to maintain theater operations. Primary power was restored 72 hours later.



## **DAVID** HOWELL, Superintendent

4 years with McCarthy, 41 total years experience

David is a carpenter by trade with over 40 years of construction experience and 30 years in a management / supervisory role. The majority of his work has been JOC projects. He is experienced with using a hands on approach to effectively and quickly solve problems and brings an ability to complete projects on time and under budget.

#### **EDUCATION**

Bachelor of Engineering Construction Management Arizona State University

### ADDITIONAL JOC PROJECT EXPERIENCE

Gilbert Public Schools - Walk in coolers Queen Creek Unified SD - Board Room Millwork Queen Creek Unified SD - Queen Creek HS Recovery Rooms Phoenix Elementary School District -

Wilson Academy Renovation
Scottsdale Unified School District - Hopi
Elementary Doors
Paradise Valley Unified School District -

Greenway High School Doors Paradise Valley Unified School District -Shadow Mountain High School - Science Lab Renovation

Glendale Unified School District - Emergency Site Clean Up

Madison School District - Rose Lane Restroom Remodel

ASU Noble Library Classroom Remodel
ASU Noble Library Fire Sprinkler Remodel
ASU Noble Library Restroom Remodel
ASU University Club LED Lighting Upgrade
ASU University Club Back of House Refresh
ASU Engineering Wing Gas Lab
ASU ISTB 4 Fire Doors
ASU Engineering Sprinkler
ASU Coor Hall 5th Floor Remodel
ASU Cholla Laundry Room Renovation
ASU Bateman H Wing Lab
ASU Bookstore Remodel
City of Phoenix Salt River Maintenance Roof

City of Phoenix McDowell Center Roof

### **Relevant Project Experience**

Creighton Security Updates; \$324,644, upgrade security at all administrative office front lobbies as the prime JOC contractor.

Gilbert Public Schools - Quartz Elementary School Walk-in Coolers; \$23,854, Provide and install new walk-in coolers in cafeteria. Demo, framing, drywall, paint, walk-in cooler, plumbing, HVAC, and electrical.

Kyrene School District - De Los Ninos / De Los Mariposa - Restrooms; \$294,849; Remodel and expand existing restrooms to increase capacity. Demo, framing, drywall, doors & hardware, mill work, toilet partitions, toilet accessories, ceramic tile, flooring, paint, acoustic ceilings, fire suppression, fire alarm, plumbing, HVAC, and electrical.

Washington Elementary School District - Desert View Security Upgrades; \$39,083; Install new securing window and lighting. Demo, concrete, masonry, steel, drywall, paint, glazing, electrical and lighting.

ASU Noble Library Emergency Renovation; \$1,900,000, renovation of existing library due to fire suppression deluge system malfunction and water damage. Removed and replaced all interior finishes, remove and replace soaked fiber duct throughout, test and repaired all electrical circuitry and lighting, removed and replaced flooring, millwork, doors and hardware.

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ASU ECD Power Lab; \$1,024,463, Renovate existing engineering space into new Medium Voltage research space. Install new 4160/480 transformer and electrical infrastructure, new interior finishes, new pre-action fire alarm and suppression system, new millwork and storefront, and new flooring.



## MARTIN BARRON, Superintendent

1.5 years with McCarthy, 41 total years experience

David is a carpenter by trade with over 40 years of construction experience and 30 years in a management / supervisory role. The majority of his work has been JOC projects. He is experienced with using a hands-on approach to effectively and quickly solve problems and brings an ability to complete projects on time and under budget.

#### ADDITIONAL JOC PROJECT EXPERIENCE

Phoenix Elementary School District - Heard School Security Upgrades

Phoenix Elementary School District - Magnet School Security Upgrades

Phoenix Elementary School District - Capitol School Security Upgrades

Phoenix Elementary School District - Dunbar School Security Upgrades

Phoenix Elementary School District - ASU Preparatory Drainage Repair

Phoenix Elementary School District - Dunbar School Drainage Repair

Queen Creek Unified SD - Board Room Millwork Arizona State University - Gammage Emergency Electrical

Arizona State University - Tower Elevator Renovation

Arizona State University - CLCC Lab Remodel Arizona State University - CLCC Office Move Arizona State University - Payne Hall LED Upgrade

Arizona State University - UCB LED Upgrades Arizona State University - BAC LED Upgrade Arizona State University - Poly Campus Roofing Repairs.

### **Relevant Project Experience**

Kyrene School District - De Los Ninos / De Los Mariposa - Restrooms; \$294,849; Remodel and expand existing restrooms to increase capacity. Demo, framing, drywall, doors & hardware, mill work, toilet partitions, toilet accessories, ceramic tile, flooring, paint, acoustic ceilings, fire suppression, fire alarm, plumbing, HVAC, and electrical.

Washington Elementary School District - Desert View Security Upgrades; \$39,083; Install new securing window and lighting. Demo, concrete, masonry, steel, drywall, paint, glazing, electrical and lighting.

Chandler Unified Pilaster Repairs; \$2 million, repair or replacement of pilasters and footings, including irrigation and landscape modifications at seven campuses.

Phoenix Elementary School District - Heard Security Upgrades; \$72,735.00 Remodel administrative office to accommodate new security protocol. Demolition, framing, structural steel, drywall, paint, flooring, acoustic ceiling, glazing, doors and hardware, HVAC, and electrical.

ASU UCB LED Lighting Upgrade: \$193,250, energy savings retrofit project to convert the University Center Building lighting from incandescent and fluorescent to LED to save energy with a 5 year payoff.

ASU West CLCC Laboratory Remodel: \$98,162, demo existing classroom space and remodel to accept new cadaver laboratory with new HVAC, plumbing, and electrical.

ASU Tower Elevator: \$134,340, refurbish two existing elevators and machine room and modernize lift equipment and controls. Install new HVAC, air filtrations and duct work to provide more efficient temperature control and air quality. Install new primary electrical, fire suppression and alarm systems.

With a deep bench of resources, following is a sample additional staff qualifications. **We have additional Project Managers, Superintendents, and Estimators available as needed.** 

Name	Title	Years Exp.	Highlights
Andrea Ramos	Project Manager	20	\$398 million project experience with McCarthy, the past 9 years have been exclusively with public schools, all JOC or CMAR. This summer Andrea completed several JOC projects with PVUSD and Kyrene Elementary.
Mike Horn	Project Manager	19	\$408 million project experience with McCarthy, the past 11 years have been exclusively with public schools, all JOC or CMAR. This summer Mike completed several JOC projects with Glendale Union.
Bob Edkins	Project Manager	17	\$413 million project experience with McCarthy, the past 11 years have been exclusively with public schools, all JOC or CMAR. Bob managed McCarthy's first JOC projects which were with Higley Unified and Madison Elementary. He continues to manage JOC projects for our K12 clients.
Jon Cherry	Superintendent	39	John has been with McCarthy for 33 years and has completed \$1.4 million during that time. His first K12 project was with Glendale Union in 2006 and he has been with our Education Services Group since then.
Jason Grant	Superintendent	19	Jason has worked on over \$452 million in K12 projects with McCarthy. He joined us in 2007 with significant prior K12 experience. He recently supervised a \$1M summer project at Washington Elementary, and has additional JOC experience.
Gary Rosser	Superintendent	31	Gary has \$842 million in project experience with McCarthy. He joined our Education Services group in 2011, where he supervised a \$10 million renovation at Barry Goldwater High School in just 63 days. He has significant JOC experience with Higley Unified, Madison Elem, and others public school districts.
Bob Anderson	Project Manager	36	Bob was with Tempe Union High School District for more than 20 years. He brings abundant knowledge of school facilities. He has significant JOC experience, most recently with Phoenix Elementary School District.

### 3.4 Describe your plan for personnel recruitment.

Our biggest investment is our employee-owners. Our philosophy has never been to hire aggressively when times are good, and then lay-off during down times. We carefully seek the best talent to grow long-term employee-owners. We recruit our personnel through various channels; internships, new college graduates, and industry professionals, as well as growing our self-perform trades.

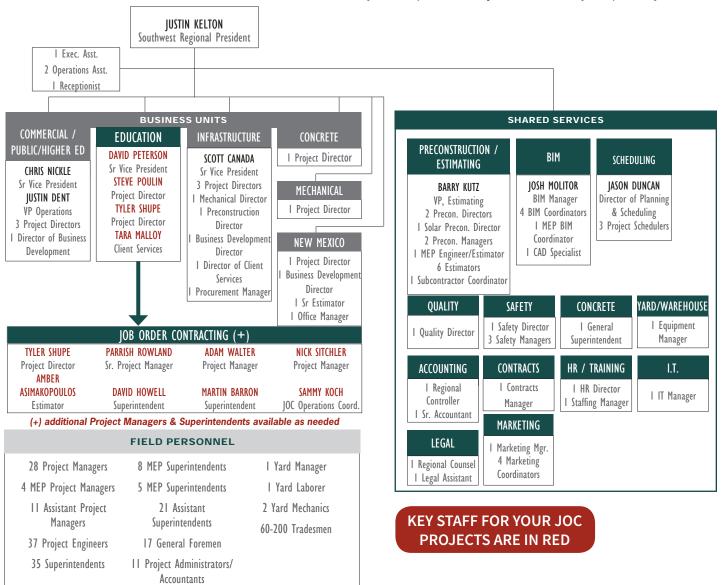
McCarthy is actively dedicated to recruiting current college and high school students in construction related fields and attends extensive hiring and recruiting events at college campuses around the country. We hold events at colleges to attract interest, followed by a rigorous application and interview process. Many of our entry level positions are filled in this manner as well as our internship programs.

For our industry tradesmen, McCarthy recruits, hires, and retains the best in the field. As a self-perform builder, we work with the local trade unions to help develop and conduct training programs. Because of our close ties to the trades and working directly with the tradesmen, we find the best skilled workers to join our team.

3.5 Provide an organizational chart for your firm.

3.6 Identify the primary contact person who will represent the firm and interface with District facility group.

Tyler Shupe, JOC Project Director, is your primary contact.



#### 4.1 CONTRACT MANAGEMENT PLAN

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

We are committed to providing full-service construction services to BESD. McCarthy's philosophy is all about the team and delivering a quality project, on time and within budget.

Our process makes it easy:

- Contact Tyler Shupe, Project Director to review future scope of work.
- Tyler Shupe and the JOC subcontractor team will review the scope of work with BESD.
- Amber Asimakopoulos, Estimator will provide a cost estimate and preliminary drawings, if necessary.
- BESD and McCarthy review scope of work, make adjustments if necessary, and finalize the budget.
- BESD provides a Purchase Order.
- Design documents are prepared, if necessary.
- Permits are obtained.
- Construction is overseen by the Project Manager and the Project Superintendent.

4.1.2 What specific software program does your firm use in developing job estimates? Provide a sample of a typical job estimated using your software program.

Two methods can be used for estimating. For RS Means we use JOC Works<sup>®</sup>. For open book pricing, we get a minimum of three bids from subcontractors and use On-Screen<sup>®</sup> Take Off to verify quantities.

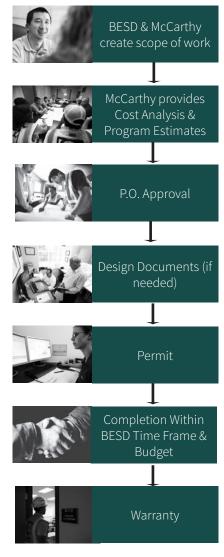
4.1.3 Explain how you plan to ensure prompt responses to job order requests.

Tyler Shupe oversees our JOC team who are dedicated 100% to JOC projects. They are available 24/7. We guarantee they understands the quick nature of JOC projects and will respond within 24 hours to your initial request and begin the process. For urgent, emergency matters we can respond immediately.

4.1.4 Provide your plan for responding to and performing multiple job orders at the same time.

Our commitment to BESD is to provide top construction services, no matter what size the project is. Tyler Shupe, Project Director, oversees our JOC program and has a deep bench of resources. With over 40 Project Managers and 60 Superintendents, you can be assured that we have ample resources to respond and perform multiple job orders at the same time.

### **JOC PROCESS**





(Final) Cottonwood Oak Creek 4.27.17 Proposal.xlsx OnBase: Proposal/Quote

### JOC PROPOSAL - OPEN BOOK METHOD

PROJECT NAME:	Cottonwood Oak Creek School Renovations
PROJECT NUMBER:	B-2015
CONTRACTOR NAME:	McCarthy Building Companies
PROPOSAL DATE:	April 27, 2017

### Direct Project Cost

Division/Specialty	#			Selected	
Division/specialty	#	Subcontractor	Quote Amount	Quote	
DIVISION 1	1	General Conditions	\$125,936	\$125,936	
DIVISION 2	1	Arizona Demolition Services	\$29,945	\$29,945	
DIVISION 3	1	Procon Professional Concrete	\$17,000	\$17,000	
DIVISION 5	1	Metals (Allowance)	\$15,000	\$15,000	
DIVISION 6	1	Arizona Custom Millwork	\$31,537	\$31,537	
DIVISION 7	1	Progressive Roofing	\$27,300	200 805	
DIVISION 7	2	AK&J Sealants	\$2,325	\$29,625	
DIVISION 8	1	Walters and Wolf	\$94,151	\$94,151	
DIVISION O	1	Pete King	\$62,573	8114 270	
DIVISION 9	2	Wholesale Floors	\$51,706	\$114,279	
DIVISION 9	1	TP Acoustics	\$6,550	\$6,550	
DIVISION 10	1	Venus	\$37,718	\$44.054	
DIVISION TO	2	Signage	\$7,136	\$44,854	
DIVISION 21	1	Fire Suppression	Excluded	Excluded	
DIVISION 22	1	Irontree	\$90,251	\$90,251	
DIVISION 23	1	Commercial Air	\$13,833	\$13,833	
DIVISION 26	1	Delta Diversified	\$54,189	\$54,189	
DIVISION 27	1	Communications	Excluded	Excluded	
DIVISION 28	1	Electronic Safety and Security	Excluded	Excluded	
		Subtotal 1 (Total Di	rect Project Cost)	\$667,150	

Contingency 4% % \$ 26,686
Allowance 0
Subtotal \$ 693,836

JOC Contractor's Overhead and Profit Factor:	0.11188	\$	77,626
subtotal before taxes		\$	771,463
Taxes:	5.62%	\$	43,356

Project Total: \$ 814,819

4.1.5 Explain what limitations you have geographically or in the number of simultaneous job orders. None. McCarthy has the resources necessary to complete work without any limitations. We service all geographical locations and have proven our team is capable to complete simultaneous job orders.

### 4.1.6 Describe firm's philosophy on self-performing any of the trade work.

Only a true builder like McCarthy can have a complete, end-to-end view of the entire construction process, from preconstruction through delivery. Brokers spend more time behind a desk than in the field and simply can't have the same, hands-on grasp of the entire project so they have less control over quality, schedule, and cost. In a business where the unexpected is commonplace, you need a partner who takes pride in working onsite to manage every issue and detail so you don't have to.

McCarthy has a long history as a successful self-performing general contractor. By self-performing the most critical work, we drive the schedule and set quality standards. We are signatory to the Carpenters, Operators and Millrights unions and have maximized our productivity through strong relationships with these trades. We are capable of self-performing in the following areas:

- Demolition
- Excavation
- · Concrete forming, placing and finishing
- Pre-cast concrete panel erection
- · Structural steel erection
- · Crane hoisting and rigging
- Rough and finish carpentry
- Millwork
- Miscellaneous metals placement
- Wood doors and hardware installation
- Hollow metal door installation
- General labor
- Mechanical (HVAC and Plumbing)

While serving as the JOC contractor, McCarthy also can bid on the appropriate packages, if BESD concurs. Bids for such work are opened in your presence, with McCarthy's bid opened first, to maintain impartiality. BESD is then assured of a fair, competitive price for the work. An additional advantage of our self-perform capabilities is that we can supplement the trades should they require assistance. We are also aware of costs so we get accurate estimate and we can procure equipment directly from suppliers, which saves you time and money.



### 4.2 QUALITY MANAGEMENT PLAN

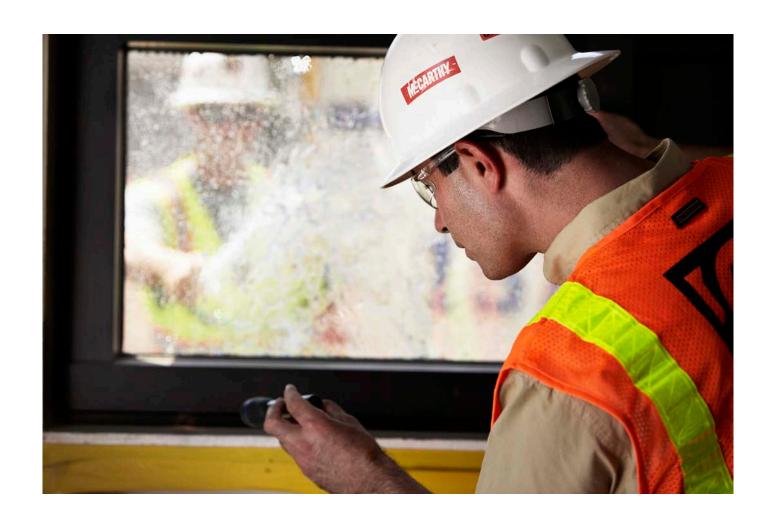
### 4.2.1 Explain how you set goals and monitor the performance of your company.

Quality control begins on day one, with the Quality Director, Project Director, and the team. When reviewing drawings and specifications, the Project Director and the team ensure the requirements are such that it will result in high quality construction work without negatively impacting schedule or budget.

McCarthy's culture of continuous improvement permeates throughout our company. Part of the continuous improvement is through the reporting of Quality Incidents, where we identify systemic issues and solutions to the issues. Best practices and lessons learned are available throughout the company and integrated into our Field Procedures manual where appropriate. Through our Quality Evaluations, our Quality Directors identify and document best practices for distribution across the company.

### 4.2.2 Explain how you inspect the work to ensure quality.

The Project Superintendent works with our Quality Director to establish our Site Specific Quality Plan. This plan requires daily inspections by the Superintendent, as well as periodic quality inspections by the Quality Director and Project Director.



### 4.2.3 Explain how you stay on schedule.

After McCarthy develops a preliminary baseline schedule, McCarthy and each individual subcontractor meet face-to-face to review their cost, duration and manpower calculations and overall construction sequencing. By allowing subcontractor input in the baseline schedule, a sense of ownership and responsibility is created to meet the schedule.

During construction, the schedule is reviewed daily by the on-site team. McCarthy generates a detailed preliminary schedule during preconstruction that becomes part of our subcontractor's "front ends" portion of our contract with them. Each bidder is required to base his bid on the time constraints established in our preliminary schedule. McCarthy then interviews the apparent two lowest bidders, utilizes his input and completes a final working schedule.

Weekly scheduling meetings are held on-site with our field staff and the superintendent for each subcontractor. Our division scheduler visits the site monthly to monitor the schedule and provides monthly updates.

### 4.2.4 Explain your complaint and dispute resolution procedure.

In conjunction with BESD, our JOC Estimator Amber Asimakopoulos, will conduct a detailed interview with every subcontractor prior to award. Having prepared detailed scope review and reviewing them with the subcontractors eliminates most misunderstanding, so we have minimized potential issues. While we would wish otherwise, disputes can happen during a construction project. McCarthy's dispute resolution philosophy follows the following principles:

- An issue ignored will only get worse.
- Issues should be solved at the lowest level of the project personnel, as close to the source of the problem as possible.
- Issues cannot be allowed to fester at a stalemate.

To accomplish the resolution of these items, McCarthy employs a resolution tree. Issues are assigned to the appropriate first level of management, but if not solved by those persons in a short and reasonable length of time, the issue is elevated up to the next level of management until a resolution is achieved. We would typically use a tree consisting of superintendent, then project manager, then project director, and then corporate officers. We are proud of our ability to avoid litigation by the philosophy of expending any effort to reach resolution prior to other recourse. **McCarthy has never had a claim on any of its K-12 projects.** 



### 4.3 SUBCONTRACTOR MANAGEMENT PLAN

4.3.1 Subcontractor Selection Plan using both qualifications and cost as a selection approach (1GPA requires that at least three sub-contractors shall be solicited for all work including self-performed work).

We will select subcontractors based on a combination of qualifications and price. As the first step in our Subcontractor Selection Plan, we employ a detailed qualification selection process. Early in the design phase, we qualify subcontractors on:

- Technical expertise for specific work category
- Relevant project experience
- Workload capacity analysis on projected dates
- Manpower/schedule adherence
- · Financial strength/ability to bond
- · Experience of key personnel

This process confirms the subcontractors who bid the work are qualified to perform. We will prepare a prequalified list of subcontractors for your review/input. McCarthy, along with BESD and the architect, will determine the list of subcontractors who will be invited to bid your project. We then conduct pre-bid conferences to review procedures and project requirements as well as answer any questions. We will open and tabulate bids in BESD and the architect's presence and interview the two low subcontractors for their quotation completeness. McCarthy knows the importance of subcontractor/vendor past performance and how it relates to your project's success. The team then makes a final selection, based on qualifications and price to ensure the best value. We will then prepare and execute subcontracts. McCarthy's self-perform trades can also bid, if BESD agrees. Sealed bids are opened in your presence to assure competitiveness. Another advantage of our self-perform capabilities is that we can supplement subcontractors should they require our assistance.

### 4.3.2 Subcontractor recruitment

Subcontractor performance is significant in determining the project's success. Work planning and coordination will be critical. To ensure BESD receives the best cost efficiency and quality, we will solicit bids from qualified subcontractors. Our pre-qualified local subcontractor database is continually updated to encourage maximum participation. We also include BESD's input on subcontractors who have performed well in the past. We pre-qualify subcontractors on: relevant project experience, owner input, technical expertise, quality of workmanship, capacity, safety records, financial stability and strength, and references.

### 4.3.3 Controversies and claims related to work performed by subcontractors.

McCarthy's corporate legal in-house resources are available to support the on-site project team in resolving any project related issues. Any issues involving claims for work subcontractors perceive to be beyond the original scope of work will be examined in a professional manner to determine if the claim is legitimate. If we find the claim to be warranted, we will inform BESD and negotiate a reasonable solution on your behalf. If we feel the claim is not warranted, we will reject it and advise BESD of our findings.

### ORGANIZATIONAL STRENGTH

5.1 Provide audited financial statements representing the past two (2) years. Provide Balance Sheets and the Statement of Income and retained earnings.

Included in a separate envelope.

5.2 Provide a letter from your bonding company indicating the ability to bond this project, the firm's maximum cumulative bonding limit, and your current bonding available capacity.

Located at the end of this section.

5.3 Provide a certificate of insurance indicating your firm's insurance coverage. A sample certificate may be provided. However, before any work is initiated, the successful contractor must provide a certificate that names the 1GPA Member as additional insured.

Located at the end of this section.

5.4 Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. This letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company.

Located at the end of this section.

5.5 Identify the current total dollar value of awarded construction work currently being managed by the local office. \$1,100,000,000.

Identify the total number of direct employees of local office supporting construction value noted above.

307 direct employees, which varies depending upon the number of craft labor. Today, we have 508 which includes craft labor.

Identify your current available bonding capacity.

Approximately \$1,200,000,000.

 $5.6\ Identify\ any\ judgments\ or\ liens\ against\ your\ firm\ within\ the\ past\ three\ years.$ 

None.

5.7 Identify any current unresolved bond claims against the offeror.

None.

5.8 Identify any deficiency orders issued against the prime contractor by the Arizona Register of Contractors over the past three years.

None.

5.9 Identify any filing under the U.S. Bankruptcy Code over the past three years.

None.



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

August 16, 2017

Buckeye Elementary School District No. 33 Purchasing Department 25555 W Durango St. Buckeye, AZ 85326

Attn: Bobby Williams, Finance and Procurement Coordinator

RE:

Request for Qualifications

Buckeye Elementary School District No. 33

IFB No. 17-003

Material and/or Service: Job Order Contracting - General Contractors

Dear Mr. Williams:

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

Travelers Casualty and Surety Company of America, a member of the Travelers Companies, has an A.M. Best Rating of A++ XV and has a Treasury Limit of \$2,065,260,000. Federal Insurance Company is a member of the Chubb Group of Companies, which carries an A.M. Best Rating of A++ XV and a Treasury Limit of \$1,342,970,000. Their surety relationship is forty years with Federal and twenty years with Travelers.

Travelers Casualty and Surety Company of America and Federal Insurance Company have participated on bonds for McCarthy Building Companies, Inc. in excess of \$350,000,000 for a single project. Total surety capacity provided to McCarthy is \$2.5 billion, of which McCarthy currently has approximately \$1.2 billion available and ample capacity to bond the captioned project(s) at the time of award.

Should McCarthy Building Companies, Inc. be awarded the referenced project(s), we are prepared and favorably inclined to provide the required performance and payment bonds on McCarthy's behalf. Our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents, bond forms, confirmation of financing and our ongoing review of the operational and financial capacity of McCarthy.

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

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA FEDERAL INSURANCE COMPANY

Christina L. Sandoval, Attorney-in-Fact

**Agent Contact Information:** 

Jim Cuthbertson, Director Aon Risk Solutions, Construction Services Group 200 East Randolph Street, Suite 1200 Chicago, Illinois 60601 t+1.312.381.4585 | f+1.312.381.0276

jim.cuthbertson@aon.com| aon.com

### ACKNOWLEDGEMENT BY SURETY

### STATE OF ILLINOIS COUNTY OF WILL

On this 16<sup>th</sup> day of August 2017, before me, Aaron D. Griffin, a Notary Public, within and for said County and State, personally appeared Christina L. Sandoval to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and Federal Insurance Company acknowledged that she executed the said instrument as the free act and deed of said Company.

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

Notary Public in the State of Illinois

County of Will

OFFICIAL SEAL AARON D GRIFFIN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/02/2019



### POWER OF ATTORNEY

Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

230983

Certificate No. 007208883

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

of the City ofC		, State of	Illinois		wful Attorney(s)-in-Fact
other writings obligator	y in the nature thereof on behal	f of the Companies in th	neir business of guar	ge any and all bonds, recognizances, con- ranteeing the fidelity of persons, guarants or proceedings allowed by law.	
IN WITNESS WHER	EOF, the Companies have cause 2017	d this instrument to be si	igned and their corpo	orate seals to be hereto affixed, this	27th
any or	*				
	Fidelity and Guara St. Paul Fire and N	ity Company nty Insurance Compan nty Insurance Underwi Iarine Insurance Comp Insurance Company	iters, Inc.	St. Paul Mercury Insurance Compa Travelers Casualty and Surety Con Travelers Casualty and Surety Con United States Fidelity and Guarant	npany npany of America
	1977 1951	insurance Company	FAL S	ALL DE COME	TY ABOUT TESTS OF THE PROPERTY
State of Connecticut			Ву: _	Robert L. Raney, Senior Vice Pr	2

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

58440-5-16 Printed in U.S.A.

Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing



### Power of Attorney

### Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents. That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMINITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Marcia K. Cesafsky, Debra J. Doyle, Derek J. Elston, Jennifer L. Jakaitis, Judi Lucky-Eftimov, James B. McTaggart, Linda M. Napolillo, Sandra M. Nowak, Diane M. O'Leary, Christina L. Sandoval, Christopher P. Troha, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois -

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 17th day of Pebruary, 2017.

Down M. Chlores











County of Hunterdon

On this 17th day of February, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No. 2318666 Commission Express July 16, 2019

Went adm CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016. \*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bands, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney in fact.
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint to writing any person the attorney in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- Each of the Chaltman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly gramed or vessed."

I. Down M. Chloros. Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- the Companies are duly licensed and authorized to transact surery business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department: further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NI, this







AUgust 16, 201 Drivem Elleres

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: saretj@chubb.com



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/11/2017

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

- 0	he terms and conditions of the policy ertificate holder in lieu of such endor	sement(s	)-			atometic Off th	iis certificate does not c	onier rights to tr	
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	82 Maryland Ave ite 1500			ADDRE	88:		108/02/03		
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	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$1,000,000	
	X Per Proj/Location Agg  GENL AGGREGATE UNIT APPLIES PER						MED EXP (Any one person)	\$ 10,000	
				PERSONAL & ADV INJURY			\$ 2,000,000		
							GENERAL AGGREGATE	\$4,000,000	
	POLICY PRO-						PRODUCTS - COMP/OP AGG	\$ 4,000,000	
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	If yea, describe under DESCRIPTION OF OPERATIONS below	nder					E.L. DISEASE - EA EMPLOYEE	g 1,000,000	
	BESSET HON OF OPERATIONS DEBW						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
Re: Buc Aut	CREPTION OF OPERATIONS/LOCATIONS/VEHIC Buckeye Elementary School Districtory School Districtory Elementary School Districtory Liability policies on a print days written notice of cancel ore the expiration date shown	strict No. 1 nary and lation v	No. 33, Job Order Co 33 is included as ad 1 non-contributory b	ntract dition asis w	ing - Gen al insure hen requi	eral Contro d as respected red by write	cts the General Lia		
CE	RTIFICATE HOLDER			CANC	ELLATION				
	keye Elementary School Distric chasing Department	et No. 3	3	THE	EXPIRATIO	N DATE THE	ESCRIBED POLICIES BE CA TREOF, NOTICE WILL E TY PROVISIONS.		
255	5555 W Durango St.				AUTHORIZED REPRESENTATIVE				

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Catherine L. Steiner

Buckeye, AZ 85326

USA

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All parties where required by a written contract. This insurance is primary and non-contributing with any other insurance where the written contract requires that this insurance be primary and non-contributory. When the insurance provided by this endorsement is primary and non-contributory, we will not seek any contribution from any other insurance policy available to the additional insured on which the additional insured is a named insured.	
E	

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf;

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

### However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured. B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

1. Required by the contract or agreement; or

Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

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

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All parties where required by a written contract. This insurance is primary and non-contributing with any other insurance where the written contract requires that this insurance be primary and non-contributory. When the insurance provided by this endorsement is primary and non-contributory, we will not seek any contribution from any other insurance policy available to the additional insured on which the additional insured is a named insured.	
Information required to complete this Schedule, if not sh	own above, will be shown in the Declarations.

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

### However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and  If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured. B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

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

whichever is less.

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

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY NOTICE OF CANCELLATION – CERTIFICATE HOLDERS

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. Such copies of the notice will be mailed within 60 days, except 10 days for non-payment of premium, of the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

-							
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Re:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule

All other terms and conditions of this policy remain unchanged.

Insured Name: MCCARTHY HOLDINGS, INC.

Policy Number: 51PKG8897613



Arch Insurance Company

311 South Wacker Drive Suite 3700 Chicago, IL 60606

T: 312.601.8400 F: 312.601.8492

archinsurance.com

August 11, 2017

Attn: Bobby Williams
Finance and Procurement Coordinator
Buckeye Elementary School District No. 33
Purchasing Department
25555 W Durango St.
Buckeye, AZ 85326

RE: McCarthy Building Companies, Inc. NCCI Risk ID #910664166

Buckeye Elementary School District No. 33, Job Order Contracting – General Contractors RFQ #17-003

Dear Mr. Williams,

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

Year	NCCI
4/1/2017	.59
4/1/2016	.60
4/1/2015	.45
4/1/2014	.52

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

Sincerely,

Sheryl Johnson-Miller

Arch Insurance Group - Underwriting Assistant

Janson Haller

### **RESPONSIVENESS**

6.1 Complete all requested forms and be careful to follow the format requested. Required forms must be signed by an authorized person to bind a contract. All Offerors must complete and submit these forms or the proposal may be considered non-compliant.

Included on the following pages.

6.1.8

IRS W-9 Form

6.1.1	Offer and Contract Acceptance Form
6.1.2	Non-Collusion Affidavit
6.1.3	MWBE and HUB (Vendor Questionnaire)
6.1.4	Anti-Trust Certification Statement (Texas Government Code - if applicable)
6.1.5	Debarment Certification Form
6.1.6	EDGAR Certifications
6.1.7	Sample Certificate of Insurance Form (included in Tab 5)

### OFFER AND ACCEPTANCE

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (S	ales) Privilege Tax Lice	ense No.:	For clarification of this offer, contact:
07-196442-V	- No. 100 AT 91 APPRILL TO THE LOCAL PARTY AND THE PROPERTY AND THE PROPER	100000000000000000000000000000000000000	Name: _David Peterson
Federal Employer Iden	tification No. 43-0	0399290	Phone: 480-449-4700
			Fax: 480-449-4747
Tax Rate:standard		%	EMail: dpeterson@mccarthy.com
rax rateotarraara			
McCarthy Buildin	g Companies, Inc.		
6225 N. 24th St.,	Company Name		Signature of Person Authorized to Sign Off
0220 N. 2401 OL,			David Peterson
Phoenix	Address AZ	85016	Printed Name Sr. Vice President Operations
City	State	Zip	Title
005	oute	Lip	1111
CERTIFICATION			
By signature in the Offer	section above, the offere	or certifies:	
gratuity, special disco- affirming the stipulation offer, any resulting conduction.  4. The Offeror warrants to A.R.S. §§ 41-4401 are employees which required to the conduction of the conducti	unt, trip, favor, or service ons required by this clauntract and may be subjethat it and all proposed sind A.R.S., §§ 23-214 aruires compliance with feigibility Verification Program, S. §§ 35-392, the Offer R.S. §§ 35-391, the Offer R.S. §§ 35-393, the District in the Complex R.S. §§ 35-393, the District in the C	te to a public servant in con- use shall result in rejection ect to legal remedies provid- ubcontractors will maintain all other Federal immig- ederal immigration laws by gram, eror is in compliance and si- eror does not have scrutiniz- eror does not have scrutiniz- eror shall comply with finger- is prohibited from purchasing	e hereafter any economic opportunity, future employment, gift, loan, nection with the submitted offer. Failure to provide a valid signature of the offer. Signing the offer with a false statement shall void the ded by law.  compliance with the Federal Immigration and Nationality Act (FINA), gration laws and regulations related to the immigration status of its employers, contractors and subcontractors in accordance with the shall remain in compliance with the Export Administration Act. 22ed business operations in Sudan.  zed business operations in Iran.  rprinting requirements unless otherwise exempted.  g from a company that is in violation of the
The offer is hereb			
The Contractor is upon the solicitat Contractor's Offer This contract sha	now bound to sell ion, including all t as accepted by th Il henceforth be re as been cautioned contract until Co	terms, conditions, s he School District/p eferred to as Contrac not to commence as ontractor receives pu	ny billable work or to provide any material or urchase order, contract release document, or
20		Awarded this	day of
			AUTHORIZED SIGNATURE

	No	ON-COLLUSION	
te of	Arizona	Cou	nty of Maricopa
	David Peterson	Sr. Vice	President Operations
ne	McCarthy Building Companies, Inc.	Title	
npany			-
The mad The Qua	de in the interest or on behalf of a e Offeror has not directly or indirec- alification, or induced or solicited	ne, and such Offer is neither any person or corporation of the induced or solicited an any other Offeror to refrait	er a sham nor collusive, nor is such Offer not named herein. y other Offeror to put in a sham or collusive
		Signed:	ent Operations
Sub	bscribed and sworn to before me		
This	s_21st_day of August	_, 20_17	
Sign	nature of Notary Public in and for State ofArizona unty of Maricopa		PAMELA J. KOCH Notary Public - Arizona Maricopa County My Commission Expires June 1, 2020
Му	Commission Expires on June	1, 2020	

## MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

Bidding companies that have been certified by the State of Arizona as Minority/Women Business Enterprise (MWBE) entities are encouraged to responding to this Bid Invitation.						
Vendor certifies that this firm is a MWBE (Required by some participating agence	cies)	□ Ye	s 🗵	No		
Vendor certifies that this firm is a HUB (Required by some participating agencie	es)	□ Ye	s 🗵	l No		
Please scan a copy of MWBE and/or HUB certification letter and the percer suppliers, if applicable, in your bid response in the Response Attachments secti		our busi	ness wi	th MWB	∃ and/or	HUB
I, the authorized representative for the company named below, certification, and MWBE and HUB certifications have been reviewed by most of my knowledge.	T-1					0.00
Contractor's Name/Company Name: McCarthy Building Companies, Inc.						_
Address, City, State, and Zip Code: 6225 N 24th St., Suite 200, Phoenix, AZ	85016					
Phone Number: 480-449-4700 Fax Number:	480-449-4	4747				
Printed Name and Title of Authorized Representative: David Peterson, Sr. Vice	President	Operatio	ns			
Email Address: dpeterson@mccarthy.com						
Signature of Authorized Representative:			Date:_	8/21/20	17	

### DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

McCarthy Building Companies, Inc.	
Company Name	
Signature of Authorized Company Office	cial
David Peterson	
Printed Name	
August 21, 2017	

Date

The following certifications and provisions are required and apply when a District/Public Entity/SAVE Member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District, SAVE Member and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

### (A) Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when the District/SAVE Member expends federal funds, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES

Initials of Authorized Representative of Vendor

### (B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when the District/SAVE Member expends federal funds, the District/ SAVE Member reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The District/SAVE Member also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District/SAVE Member believes, in its sole discretion that it is in the best interest of the District/SAVE Member to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District/SAVE Member as of the termination date if the contract is terminated for convenience of the District/SAVE Member. Any award under this procurement process is not exclusive and the District/SAVE Member reserves the right to purchase goods and services from other vendors when it is in the District/SAVE Member best.

Does Vendor agree? YES

Initials of Authorized Representative of Vendor

### (C). Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 601.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60. "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when the District/SAVE Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YE

\_Initials of Authorized Representative of Vendor

### (D). Davis-Bacon Act

When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of \$2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at <a href="https://www.wdoi.gov">www.wdoi.gov</a>. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the

construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The District/SAVE Member must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when the District/SAVE Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES

Initials of Authorized Representative of Vendor

### (E). Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when the District/SAVE Member expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District/SAVE Member resulting from this procurement process.

Does Vendor agree? YES

Initials of Authorized Representative of Vendor

### (F). Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by the District/SAVE Member, Vendor certifies that during the term of an award for all contracts by the District/SAVE Member resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree? YES

Initials of Authorized Representative of Vendor

### (G) Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by the District/SAVE Member, Vendor certifies that during the term of an award for all contracts by the District/SAVE Member resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in \_\_Federal Rule (G) above.

Does Vendor agree? YES

Initials of Authorized Representative of Vendor

### (H) Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the District/SAVE Member, Vendor certifies that during the term of an award for all contracts by the District/SAVE Member resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES

Initials of Authorized Representative of Vendor

### (I) Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tiler certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by the District/SAVE Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by the District/SAVE Member resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES

Initials of Authorized Representative of Vendor

### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS.

When federal funds are expended by the District/SAVE Member for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES

Initials of Authorized Representative of Vendor

### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District/SAVE Member expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with 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 (42 U.S.C. 6321 et seg.; 49 C.F.R. Part 18).

Does Vendor agree? YES

Initials of Authorized Representative of Vendor

### CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District/SAVE Member not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or
handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the
performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to
employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational
qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this
Contract shall contain a provision requiring non- discrimination in employment herein specified, binding upon each subcontractor. Breach of this
covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES\_\_\_Initials of Authorized Representative of Vendor

### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

the District/SAVE Member has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES

Initials of Authorized Representative of Vendor

### CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES

Initials of Authorized Representative of Vendor

### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES

Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: McCarthy Building	Companies, Inc.
Address, City, State, and Zip Code: 6225	N 24th St., Suite 200, Phoenix, AZ 85016
Phone Number: 480-449-4700	Fax Number: 480-449-4747
Printed Name and Title of Authorized Repres	entative: David Peterson, Vice President Operations
Email Address:dpeterson@mccarth	y.com
Signature of Authorized Representative:	
Date: August 21, 2017	

## Form W-9 (Rev. January 2005) Department of the Treasury

### Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Internal F	E Revenue Service					- 1				
B 2.	Name (as shown on your income tax return)									
Print or type Specific Instructions on page	Business name, if different from above McCarthy Building Companies, Inc.									_
	Check appropriate box: Sole proprietor Corporation Partnership Ot	ther > .						ampt fr	om backi g	p
Print or type	Address (number, street, and apt. or suite no.) 6225 N. 24th St, Suite 200	Re	quester's	s nan	ne and	addre	ess (op	otional)	5	
pecific	City, state, and ZIP code Phoenix, AZ 85016									
See S	List account number(s) here (optionst)									
Part	Taxpayer Identification Number (TIN)									_
alien, s your er	up withholding. For individuals, this is your social security number (SSN). However, for sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other employer identification number (EIN). If you do not have a number, see How to get a 7 If the account is in more than one name, see the chart on page 4 for guidelines on wi	entities, TIN on pa	it is age 3.	Em	ployer	İdenti	or	on num	ber	1
to ente				4				9 2		
Part	t II Certification				10 - N					
Under	er penalties of perjury, I certify that:									
1. The	he number shown on this form is my correct taxpayer identification number (or I am wa	aiting for	a numb	ber t	to be i	issue	d to n	ne), an	d	
Ren	am not subject to backup withholding because: (a) I am exempt from backup withhold levenue Service (IRS) that I am subject to backup withholding as a result of a failure to otified me that I am no longer subject to backup withholding, and	fing, or (to report a	o) I have all intere	not st or	been divid	notif ends,	ied by , or (c	y the li ) the li	nternal RS has	
3. I ar	am a U.S. person (including a U.S. resident allen).									
withhol For mo arrange	fication instructions. You must cross out item 2 above if you have been notified by the colding because you have failed to report all interest and dividends on your tax return. I nortgage interest paid, acquisition or abandonment of secured property, cancellation of gement (IRA), and generally, payments other than interest and dividends, you are not re de your correct TIN. (See the instructions on page 4.)	For real debt, o	estate tr ontributi	rans	action to an	s, ite	m 2 d	loes no retiren	ot apply nent	
Sign Here		Date	× 2	11	2161	7	-			

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident allen), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

 Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. It you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Offerer shall list below a minimum of three (3) this requirement.	references	for job	s that are si	milar in scope ar	nd size to
Firm: Paradise Valley Unified School District	as lead age	ncy for	1GPA	****	
Street Address: 20621 N. 32nd St.					
City: Phoenix	State:	AZ		Zip:	85050
Contact Name: Rudy Martinez			Phone:_	602-449-2260	
Date of Contract Initiation: 6/30/2017					
Description of Services Provided: Various JOC	C and CMAR	≀ project	ts		
2. Firm: Glendale Union High School District via	SAVE Cont	ract			
Street Address: 7650 N. 43rd Ave.					
City: Glendale	State:	ΑZ		Zip:	85301
Contact Name: Matt Belden			Phone:_	623-435-6689	
Date of Contract Initiation: 2/11/2015			W 100000 100000 100000 100000 100000 100000 100000 100000 1000000		
Description of Services Provided:Various JOC	and CMAR	project	s		
Firm: Kyrene Elementary School District					
Street Address: 8700 S. Kyrene Rd.					
City: Tempe	State:	ΑZ	2	Zip:_	85284
Contact Name: Mason Meade			Phone:_	480-451-1606	
Date of Contract Initiation: 4/1/2017					
Description of Services Provided:Various JO	C projects				

### D. PROCESSING INFORMATION: Provide company contact information for the following:

Sales Repo	rts / Accounts Payable Contac	ct Perso	n:		
Name:	Lisa Sullivan				
Title:	Assistant Controller				
Company: _	McCarthy Building Companies,	Inc.			
	6225 N. 24th St., Suite 200				
City:	Phoenix	State:	AZ	Zip:	85016
	480-494-4700			Isullivan@mcc	arthy.com
E.	Purchase Orders Contact Person:				
Name:	Sammy Koch				
Title:	JOC Operations Coordinator				
Company: _	McCarthy Building Companies	, Inc.			
Address:	6225 N. 24th St., Suite 200				
	Phoenix	State:	AZ	Zip:	85016
	480-449-4700		_Email:_	skoch@mcca	rthy.com
F.	Sales and Marketing Contact Person	on:			
Name:	Tara Mailoy				
Title:	Director of Client Services				
Company: _	McCarthy Building Companies, I	Inc.			
Address:	6225 N. 24th St., Suite 200				
City:	Phoenix	State:	AZ	Zip:	85016
Phone:	480-449-4700		Email:	tmalloy@mcc	arthy.com

### **MISCELLANEOUS**

7.1 Provide any additional information that would add value to the program offered that has not been identified above.

### What makes McCarthy the best fit for you?

McCarthy has been a top national builder for 153 years, and an Arizona builder that is dedicated to the community we serve. Our group offers expertise from years of working with Arizona school districts. We have nurtured close relationships for over 40 years with the best design partners and subcontractors who also specialize in education buildings.

McCarthy's difference starts by being a self-perform builder - we are not just brokers of subcontractors. We take a hands on approach to every aspect of your project from preconstruction through completion. We have a deep understanding of the trades...what true costs are, realistic schedules, and quality you can depend on. Paradise Valley Unified School District can rely on our proven ability to fast-track schedules and unique solutions to project challenges.

We have developed an extensive list of local K-12 subcontractors and suppliers who meet safety, quality, financial, and performance requirements. This list will be shared with the team to determine the best subcontractors for the project's success. With over 40 years of local AZ construction experience, we always have a current pulse on the ever changing market conditions. While material shortages in the construction industry are not as pronounced as they were over the past few years, we have modified our approach to stay on top of changing conditions. Our most effective approach to managing excellent relations with subcontractors is to maintain open communication between the project team and BESD. We are extremely confident of our ability to recruit highly qualified and competitive subcontractors in your community. Our Education Services group completed over \$166 million in K-12 projects in 2016. Subcontractors appreciate the professionalism and integrity of our people and are eager to work with our teams.

It is this focus that differentiates us from our competitors. We have developed and implemented formal procedures and processes that are simply head and shoulders above our competitors. These industry-leading processes have been in place for over 150 years on a shared platform for all McCarthy employees to use. There are weekly updates, modifications and refinements from our experiences across the nation.

We selectively pioneer new means and methods on our projects in the best interests of our clients, with an eye toward continuous quality improvement. Some of the points of differentiation include:

### **Experience Working on Occupied Campuses**

Our construction experts will assist with constructability reviews, construction planning, and solutions to various campus challenges. They will bring their lessons learned and knowledge for the benefit of your project.

### **Project Safety**

While our target remains set at Zero safety incidents, our focus earned us a nod from the AGC of America as the Safest Contractor in the Country performing over 1 million manhours of work last year. Each year we raise the bar on our safety requirements in search of our goal, and each year our clients benefit from reduced insurance costs and safety of all affected by the construction on their campuses.

### **Quality Assurance/Quality Control**

Our "Do it Right the First Time" program delivers a site specific quality program on each project, complete with a Water Infiltration Prevention Program, MEP Coordination program, Mock-Up program, Building Information Modeling, and multiple other components to ensure the buildings we deliver function as intended from day one.

### **Builders not Brokers**

Our people understand what it takes not just to manage the construction process, but also how to build and deliver the work through our self perform capabilities. We develop logistics plans for the construction sequence that truly incorporate how the project will be built, maximizing efficiencies and minimizing general conditions costs.

### **Reliable and Efficient Schedules**

We have never missed a scheduled completion date and your project will be no exception.

While you will find the full array of services expected from a leading builder, at McCarthy you will find more when you look under the hood. You will find a depth of resources truly committed to making each project experience better than the last and who are supported by an organization-wide commitment to continuous improvement. We look forward to bringing all of our capabilities to benefit BESD and your learning community!

### **Knowledge of Local Market**

The McCarthy Southwest Education Services team is one of the most prominent K-12 builders enjoying a reputation as being a leading edge education builder in its professionalism, state-of-the-art technologies, trained and experienced personnel, and commitment to its clients and community. With more than 40 years in Arizona and more than 15 years of K-12 focus the McCarthy education team has developed both a qualified and competitive list of subcontractor/supplier resources. We have experienced multiple economic cycles which gives us grounding in our market. Combining this with our national resources provides this group a perspective few others have. With this vast construction experience, we always have a current pulse on the ever changing market conditions. We have established alliances with many subcontractors and suppliers to access the best people and products at a competitive cost. Subcontractors appreciate the professionalism and integrity of our people and are eager to work with our teams. Our most effective approach to managing the construction environment is to maintain open communication between all project team members.