

**AGREEMENT  
FOR BRAZOS COUNTY  
ADMINISTRATION BUILDING  
RENOVATIONS**

**RFP # CIP 25-531**

**BRAZOS COUNTY, TEXAS**

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**AGREEMENT FOR CONSTRUCTION OF BRAZOS COUNTY ADMINISTRATION  
BUILDING RENOVATIONS**

This Agreement for the construction of the BRAZOS COUNTY ADMINISTRATION BUILDING RENOVATIONS, Brazos County, Texas, in the amount of **FOURTEEN MILLION, EIGHT HUNDRED AND SIXTY FIVE THOUSAND DOLLARS (\$14,865,000.00)** is entered into this \_\_\_ day of September 2025 by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Suite 352, Bryan, Texas 77803, and **FLINTCO, LLC** (hereinafter referred to as "Contractor"). The BRAZOS COUNTY ADMINISTRATION BUILDING RENOVATIONS is hereinafter referred to as the "Project." The Architect for the Project is the firm of **PLANNORTH ARCHITECTURAL CO.** and is hereinafter referred to as "Architect."

**ARTICLE 1  
GENERAL PROVISIONS**

**1.1. BASIC DEFINITIONS**

**1.1.1 THE COMPLETE CONTRACT DOCUMENTS:** The complete Contract Documents ("Contract Documents") consist of the Agreement between Owner and Contractor (hereinafter the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), all documents included in **RFP # CIP 25-531** and the Drawings, Project Manual and Bid Specifications, as well as Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

A Modification is: (1) a written amendment to the Contract signed by both parties; (2) a Change Order or Change Proposal Request; (3) a Construction Change Directive, or (4) a clarification, interpretation or written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms or portions of addenda relating to bidding requirements). The Contract Documents executed in accordance with Sub-paragraph 1.5.1. shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

**1.1.2 THE CONTRACT:** The Contract Documents form the Contract for Construction ("Contract"). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind: (1) between the Contractor and Architect or Architect's consultants; (2) between the Owner and a Subcontractor or Sub-subcontractor, or (3) between any persons or entities other than the Owner and Contractor. The Architect shall, however, with the consent of Owner, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

**1.1.3 THE WORK:** The term "Work" means the construction and services required by the Contract, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill

the Contractor's obligations. The Work may constitute the whole or a part of the Project. Although not indicated, "Work" includes providing supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and functional installation.

**1.1.4 THE PROJECT:** The Project is multi-phased that includes approximately 36,623 square feet of interior renovations of the existing building and exterior work.

**1.1.4.1 SUMMARY OF THE WORK:** This work includes office renovations, Commissioners' Courtroom, meeting/training rooms, restrooms, support spaces, installation of two (2) new elevators, and chiller and hydronic piping upgrades. The scope also includes the following exterior work involved with re-skinning the exterior of the building, including the brick and CMU veneers, moisture barriers, insulation, glazing, frames, doors, lighting, mechanical louvers, metal and PVC membrane roofing, coping, gutters, metal downspouts, etc. The building will remain occupied and open to the public for the entire duration of the project, so proper accommodation for ingress and egress will be established and maintained throughout every phase.

**1.1.5 THE DRAWINGS:** The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

**1.1.6 THE SPECIFICATIONS:** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

**1.1.7 THE PROJECT MANUAL:** The Project Manual is the volume usually assembled for the Work that may include the bidding requirements, sample forms, this Agreement, Supplementary Conditions of the Contract and Specifications.

**1.1.8 GENERAL DEFINITIONS:** Construction industry technical terms not defined in the Contract Documents shall have the meanings given as listed in the latest edition of the AIA "Glossary of Construction Industry Terms." Those not specifically defined at either place shall have the meanings commonly attributed to them by the particular trade involved.

- .1 **Provide:** shall be understood to mean: "Furnishing of all labor, materials, equipment, transportation and services referred to and installation of the materials, equipment and other items referred to, all in compliance with the requirement of the Contract Documents and applicable Federal, State and local laws and ordinances as well as requirements of Federal, State and local authorities having jurisdiction at the site of the Work."
- .2 **Required:** shall be understood to refer to the requirements of the contract Documents unless its use in a sentence clearly implies a different interpretation.
- .3 Where "as shown," "as indicated," "as noted," and similar terms are used, it shall be understood that reference to the Contract Drawings is

made, unless their use in a sentence clearly implies a different interpretation.

- .4 Where the terms "**Plans**" or "**Drawings**" are used, they shall be understood to include drawings, details and schedules as applicable.
- .5 **Construction Time:** the number of calendar days required to perform the work. Refer to Sections 8.1.1 and 8.1.2.
- .6 **Day:** A calendar day beginning and ending at 12:00 midnight.
- .7 **Equal; approved equal; Architect approved; acceptable; approved; satisfactory; required; directed; instructed:** Such terms and related phrases shall relate to the opinions and interpretations of the Contract Documents by the Architect, unless otherwise stated, and shall be limited in authority and responsibility as defined under this Agreement and the contract between the Architect and Owner.
- .8 **Date of Final Completion:** The date when Architect and Owner find all the work of the Contract documents acceptable and the Contract fully performed.
- .9 **Occurrence:** Is defined as follows for purpose of insurance – An event which occurs during the policy period, or a continuous or repeated exposure to conditions which result, during the policy period in bodily injury, sickness or disease, or injury to or destruction of property, excluding injuries or deaths of one or more persons or organizations, including the loss of use thereof, resulting from a common cause or from exposure to substantially the same general condition existing at or emanating from each location shall be deemed to result from one occurrence.
- .10 **Not-In-Contract (N.I.C.):** Work not included in this Contract.
- .11 **And/or:** Shall mean both "and" and "or" and shall be enforceable by Owner when read in either manner.
- .12 **General Contractor:** Same as Contractor.
- .13 **Material Man; Material Supplier:** Anyone that supplies material only and does not perform any labor at the site of the work.
- .14 **Timely Change:** A change in the work that can be arranged before the particular item of work has required the expenditure of any non-recoverable costs by the Contractor and/or subcontractors.
- .15 **Late Change:** A change in the work that cannot be performed before the particular item of work that requires the expenditure of some non-recoverable cost after shop drawings, samples and/or schedules related to the change have been reviewed and found acceptable.
- .16 **Prompt:** Promptly and similar terms shall be held to refer to a time period

of not less one week or more than two weeks.

- .17 **Addendum:** A change to the Construction Documents (General Documents, Specifications and Drawings) issued prior to the execution of the Agreement.
- .18 **Agreement/Contract:** Agreement/Contract means the same and are used interchangeably throughout this document. This Agreement/Contract is the signed agreement between Owner and Contractor for the performance of the Work.
- .19 **Critical Path:** The project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.
- .20 **Furnish:** Unless specifically limited in context, the word "furnish" and any derivatives thereof mean: deliver indicated items, materials, equipment, apparatus, appurtenances and all items necessary for a complete and proper installation to Project site and stored in secure locations.
- .21 **Install:** "Install" and any derivatives thereof mean; incorporated indicated items, materials, equipment, apparatus, appurtenances and all items necessary for the Work including all necessary labor, materials and connections to perform a properly and complete installation ready for operation of use, including but not limited to unpacking and assembly, if necessary.
- .22 **The Contractor Shall:** In the interest of conciseness; sentences, statements and clauses may be verb phrases with expressed verbs such as "furnish," "install," "provide," "construct," "erect," "comply," "apply," "submit," etc. Any such sentences, statements and clauses are to be interpreted to include the applicable form of the phrase "the Contract shall" preceding the expressed verb, with the requirements described interpreted as mandatory elements of the Contract.
- .23 **Evaluation:** "Evaluation" and any derivative thereof, as used in reference to Architect mean; to become generally familiar with the progress and quality of the portion of Work completed to determine in general if it is being performed in a manner indicating that the Work when completed may be occupied or utilized by the Owner for its intended use. Such evaluations shall be based on what is plainly visible at the construction site during periodic visits to the Project, and without the removal of material or other Work that is in place.
- .24 **Inspect:** "Inspect" and any derivative thereof, as used in reference to the Architect shall mean; Type of evaluation that a reasonably prudent Architect, in the exercise of ordinary care, would make to determine if the Work is in general accordance with the Contract Documents; they are not "inspections" as would necessarily disclose a defect.

- .25 See:** In the interest of conciseness, references to specification sections and details are preceded by the word "see." Any such references are to be interpreted to include applicable form of phrase "...and comply with."

## **1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**1.2.1.** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them.

**1.2.2.** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed, nor limit the scope of work performed by any trade or by any Sub-contractor or supplier.

**1.2.3.** Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

**1.2.4.** General Conditions and Supplementary Condition and General Requirements apply to all of the Contract Documents.

**1.2.5** Precedence of the Contract Documents: The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "A."

- A. Modifications, Change Orders or a Change Proposal Request
- B. This Agreement, including the General Conditions stated herein.
- C. Addenda
- D. Supplementary Conditions
- E. Specifications and Drawings. In the case of an inconsistency between Drawing and specifications or within either document, the better quality and the greater quantity of work shall be provided unless otherwise directed by Architect.

**1.2.6** Current Editions: When any work is governed by reference to standard, codes, manufacturer's instructions or other reference documents, the latest issue in effect on the original issue date of the Construction Documents shall apply whether or not the proper edition is noted.

**1.2.7** Enumeration of Items: Lists of "work included," "work excluded" and "description of the work" and similar groupings are not intended to enumerate each and every item of work or appurtenance required therein but shall be used in conjunction with all other portions of the Contract Documents to establish the requirements for completion of the Work or any portions thereof.

**1.2.8** Reference Guarantees: When reference standards are made a part of the requirements, the warranties and guarantees they contain shall apply, except for the portions that are less stringent than those required by the Contract Documents or imply

or state exclusions, limitations or waivers that are inconsistent with the requirements of the Contract Documents.

### **1.3 CAPITALIZATION**

**1.3.1** Terms capitalized in these General Conditions include those which are: (1) specifically defined; (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document, or (3) the titles of other documents published by the American Institute of Architects.

### **1.4 INTERPRETATION**

**1.4.1** In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **1.5 EXECUTION OF CONTRACT DOCUMENTS**

**1.5.1** The Contract Documents shall be enumerated on attachment(s) to the Agreement and attachments(s) shall be signed by the Owner and Contractor as provided in the Agreement.

**1.5.2** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor shall verify the location of all easements before beginning the project.

### **1.6 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS:**

**1.6.1.** The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and/or Architect's consultants are Instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor, nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect or the Architect's consultants shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright, unless indicated differently in the Owner-Architect Agreement. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Owner, Architect, and/or Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and/or Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and/or the Architect's consultants. Submittal or distribution to meet official regulatory

requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

## **1.6.2 CONTRACTOR'S USE OF INSTRUMENTS OF SERVICE IN ELECTRONIC FORM**

**1.6.2.1** Architect may furnish or sell at an agreed upon cost, to Contractor, Subcontractor, Sub-subcontractor, and material and equipment supplier, or other versions of Instruments of Service in electronic form for use solely with respect to this Project. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means involving computers.

**1.6.2.2** If required to be furnished, or if furnished, Architect or Architect's Consultants will furnish electronic data in software format in use by Architect at the time Architect's services are performed. Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, or others shall be responsible for proper storage, maintenance, and conversions necessary to prevent degradation or obsolescence of data. Any change or modification in electronic data by Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, or others shall be at their sole risk and without liability or legal exposure to Architect, Architect's consultants or Owner, and to fullest extent permitted by law, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers agrees to hold harmless and indemnify Architect, Architect's consultants and Owner from and against all claims, liabilities, losses, damages and costs, including but not limited to reasonable attorney's fees, arising there from or in connection therewith.

**1.6.2.3** The Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others understand that the conversion of electronic information and data supplied by the Architect or Architect's consultants from the system and format used by the Architect or Architect's consultants to an alternative or upgraded system or format, whether performed by Architect, Architect's consultants or others, cannot be accomplished without the introduction of inexactitudes, anomalies, omissions and errors. In the event the electronic data furnished to the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, is converted, they agree to assume all risks associated with such conversion. If Architect and/or Architect's consultants furnish electronic data, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others agrees to hold Architect, Architect's consultants and Owner harmless and to waive any and all claims, liabilities, losses, damages and costs arising out of, or in any way connected with, the conversion of electronic data supplied by the Architect or Architect's consultants.

**1.6.2.4** If documents, including those in electronic form, are modified, revised or changed in any way by the Contractor, Subcontractor, Sub-subcontractor, and material and equipment supplier, or others, any reference to the Architect and Architect's consultant and any professional seals and signatures shall be removed from the documents.

## ARTICLE 2 OWNER

### **2.1 DEFINITION**

**2.1.1** The Owner is Brazos County, Texas. The term "Owner" means the Owner or the Owner's authorized representative. The Owner's representative is **Capital Project Manager**, or such other person as may from time to time be so designated by the Brazos County Commissioners Court to act on behalf of Owner.

**2.1.2** The Owner upon reasonable written request shall furnish to the Contractor in writing information which is necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein at the time of execution of the Agreement and within five (5) days after any change, information of such change in title, recorded or unrecorded.

### **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**2.2.1** The Owner shall furnish surveys describing physical characteristics and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**2.2.2** Except for permits and fees, including those required under Paragraph 3.7, which are the responsibility of the Contractor under the Contract Documents, Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction.

**2.2.3** Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness and complete and accurate to the best of the Owner's information and belief. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

**2.2.4** Contractor will be furnished, free of charge, one set of Contract Documents in Adobe "PDF" file format suitable for plotting or printing. Contractor may use for limited purpose of making prints thereof required for use in performance of Work, in accordance with Paragraph 1.6.

**2.2.5** The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

**2.3 OWNER'S RIGHT TO STOP THE WORK:** If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or fails, more than once, to carry out Work in accordance with the Contract Documents, the Owner by written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated;

however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3. Owner does not waive the right to stop the work in any future situation if Owner waives this right in any one situation.

## **2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

**2.4.1** If the Contractor defaults or neglects to carry out the Work, or any portion thereof, in accordance with the Contract Documents or fails to complete, within the time period stipulated, any items of work scheduled to be done subsequent to the Date of Substantial Completion or fails to complete or correct any items of work disclosed subsequent to the Date of Substantial Completion and fails within a seven day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then, or thereafter, due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor shall be done after consultation with the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

**2.4.2** Neither Owner nor its officers, agents, or employees are in any way liable or accountable to Contractor or its Surety for any method by which completion of said Work, or any portion thereof, is accomplished or for price paid therefore, unless Surety is required to pay cost to complete the Project, in excess of the amount contained in the Owner-Contractor Agreement, as a direct result of the Architect's negligent issuance of Certificate(s) for Payment. Contractor and Surety are responsible for all costs for completing the Work including cost in excess of original Contract Sum. Owner does not forfeit right to recover damages from Contractor or Surety for failure to complete Contract by taking over the Work or by declaring Contract in default. Maintenance of the Work remains Contractor's and Surety's responsibility as provided for in Performance Bond and guarantee of Contractor.

**2.4.3** The Owner reserves the right to:

- .1 observe the work, at any time, whenever it is in preparation or progress;
- .2 make emergency repairs to the work during the guarantee period, to prevent further damages and the Contractor shall pay for such repairs when necessitated by defects in the Contractor's work;
- .3 make changes to the work.

**2.4.4** The Owner shall not be required to accept from the Contractor (unless specifically agreed upon):

- .1 Partial Substantial Completion;
- .2 Substantial Completion when it occurs prior to the expiration of the Construction Time.

## **ARTICLE 3 CONTRACTOR**

### **3.1 GENERAL**

**3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**3.1.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS**

**3.2.1** Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a properly prepared, timely Request For Information (RFI) in such form as the Architect may require.

**3.2.2** Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions, but the Contractor shall promptly report to Architect any nonconformity discovered by or made known to the Contractor as a Request For Information (RFI) in such form as the Architect may require.

**3.2.3** If the Contractor believes that additional cost or time is involved because of clarifications, interpretations or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency,

omission or difference and knowingly failed to report it to the Architect.

**3.2.3** The Contractor shall verify the location of all easements before beginning the Project.

**3.2.4** The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall review, substantiate, and comply with current industry execution standards and manufacturer's current execution instructions and evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

**3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

**3.3.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

**3.3.4** The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

**3.3.5** Contractor is solely responsible for coordination of scope of Work for its own forces, and of Subcontractors and suppliers, and to complete all Work, whether performed by the Contractor or a Subcontractor.

**3.3.6** The Contractor must provide a full-time Project Superintendent that is named in their Proposal to the County. If there is a change in Superintendent, then the County must approve the new, proposed, full-time Project Superintendent before they start on the project.

**3.3.7 Layout/grades will be per plans.**

**3.4 LABOR AND MATERIALS**

**3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

**3.4.2** The Contractor may make substitutions only if allowed by Contract Documents and with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order, or by Owner's approval of a Substitution Request.

**3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**3.5 WARRANTY**

**3.5.1** The Contractor warrants to the Owner and Architect that all materials and equipment furnished under this Contract will be of good quality and new unless otherwise specified and that all Work will be provided in accordance with the requirements of the Contract Documents and will be of good quality, free of faults and defects. All Work not conforming to the requirements of the Contract Documents, including substitutions or changes made by the Contractor or any subcontractor, material supplier or equipment supplier that have not been specifically identified (PRIOR to Contract award) by means of a Letter of Notice to Architect and properly accepted and authorized by Architect, shall be considered defective and not in agreement with the requirements of the Contract Documents, and shall be promptly corrected in accordance with the requirements of Article 12 of this Agreement and amendments thereto as set forth in Supplementary Conditions or Modifications. Notation or listing of such substitutions or changes on shop drawings or other types of submittal will not be considered acceptable to Architect whether or not such submittal has been reviewed or stamped by Architect. Notice must be specific and transmitted in letter form. If required by Owner or Architect, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment actually provided. This warranty is not limited by the provisions of Paragraph 12.2.

**3.5.2** Immediately prior to Date of Substantial Completion, Contractor shall execute and deliver to Architect, a written warranty in approved form, stating that all materials and equipment provided and all work performed are in accordance with the requirements of the Contract Documents and authorized modifications and additions thereto; and further stating that Contractor guarantees, should any condition arise or be disclosed during the time of Contract warranty, which conditions are due to incomplete, or improper or defective materials, or due to incomplete or improper or defective workmanship or arrangement, such condition, together with all work affected in correcting such condition, shall be (upon written notice from Owner) promptly and satisfactorily corrected by Contractor at no additional cost to Owner. Contractor shall be fully responsible for the prompt, satisfactory completion of all warranty work whether performed by his own or subcontract personnel.

**3.5.3 Work Covered by Warranty:** Contractor's warranty shall cover all work under the Contract, whether or not any portion or trade has been assigned or sub-let. In the event any portion of the Work is performed by an assignee or subcontractor, Contractor shall obtain from such assignee and/or subcontractor a written warranty to Contractor and Owner covering their respective portion of the Work for the period required. Contractor shall deliver them, together with his own warranty, to Owner prior to final payment. Assigns' and subcontractors' warranties shall expressly provide that the same shall be enforceable directly by Owner, if he so elects, and shall run concurrently with Contractor's warranty. Warranty shall be secured by Contractor's Performance Bond as directed by Owner.

**3.5.4 Time of Warranty:** Contractor's warranty shall be for a period of one year from Date of Substantial Completion of the Work. Should a warranty required under any Section of the Specifications or of this Contract be for a period of more than one year, Contractor's and subcontractor's warranty, with respect to such work, shall be for such longer period. Warranty for work done subsequent to Date of Substantial Completion shall be for a period of one year from date of Final Completion or such longer period, if so specified.

**3.5.5 Partial Occupancy:** Should Owner occupy a portion of the Work before the date of Substantial Completion, the warranty period for that portion so occupied shall begin on the date of such occupancy as agreed in writing with Owner.

**3.5.6 Objectionable Process:** Where any material, process, or method or operation or application procedure is required, which in the opinion of the Contractor, would render the finished work unsuitable for the required warranty, then, before a bid is submitted, such unsuitable material, process, or application method shall be objected to in writing to Architect, stating reasons therefore and recommending other alternate materials or methods so that the Work, when completed, will be suitable for the required warranty. In the event the Contractor's recommendations are approved, the work shall be installed in accordance therewith, and all changes in cost resulting there from shall be included in the Contract bid amount.

**3.5.7** Under the requirements of this Paragraph 3.5, Contractor shall be responsible for:

- .1 Damages existing facilities, fences or other appurtenances or services when damages result from use of faulty materials or negligent workmanship.
- .2 Warranting modifications accepted under subparagraph 3.5.6 above will give satisfactory results.
- .3 Warranting substitutions will be equal or superior to the specified item or method unless he specifically lists shortcomings in his request for making substitution.
- .4 Obtaining and enforcing all subcontract warranties with particular attention being directed to enforcement of warranty work by electrical and other subcontractors.

### **3.6 TAXES**

**3.6.1** Although Owner is a tax-exempt unit of local government, the Contractor shall pay all sales, consumer, use and similar taxes for the Work or portions thereof provided by

the Contractor which may not be within Owner's exemption that are legally enacted when Contractor's bids were received or negotiations between Owner and Contractor were concluded, whether or not yet effective or merely scheduled to go into effect.

**3.6.2** Contractor requires all Subcontractors, Sub-subcontractors and suppliers to bill Contractor for all sales and use taxes on all materials and equipment incorporated into Project as clearly discernible separate item to facilitate Contractor's keeping tax as separate item of expense on records. Furnish this information to Owner to enable Owner to meet state reporting requirements

### **3.7 PERMITS, FEES AND NOTICES**

**3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

**3.7.1.1** Owner shall secure and pay for health and environmental impact fees, water and sewer connections and impact fees, and zoning regulation fees and permits. The Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution of and completion of Work which are customarily secured after execution of Contract and which are legally required when bids are received or Contract is executed.

**3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

**3.7.3** It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing and necessary changes shall be accomplished by appropriate Modification.

**3.7.4** If the Contractor performs Work, knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear all the costs attributable for any and all repairs required for conformance, including but not limited to, any penalties, fines or other damages realized..

### **3.8 ALLOWANCES**

**3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

**3.8.2** Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances, and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect: (1) the difference between actual costs and the allowances under Clause 3.8.2.2, and (2) changes in Contractor's costs under Clause 3.8.2.3.

**3.8.3** Contingency Allowance is established as \$1,000,000.00 and shall be processed pursuant to the Specifications.

### **3.9 SUPERINTENDENT**

**3.9.1** The Contractor shall employ a competent superintendent.

**3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within fourteen (14) days to the Contractor in writing stating: (1) whether the Owner or Architect has reasonable objection to the proposed superintendent, or (2) that the Owner or Architect requires additional time to review. Failure of the Owner or Architect to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

**3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**3.10.1** The Contractor, promptly (within ten (10) days) after notification of contract award, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised monthly or at appropriate intervals as required by the conditions of the Work and Project whichever is less, shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.

**3.10.1.1** Owner may authorize construction activities to commence prior to completion of Drawings and Specifications. If Drawings and Specifications require further development at the time the initial construction schedule is prepared, Contractor shall: 1) allow time in the schedule for further development of Drawings and Specifications by Architect, including time for review by Owner and Contractor and for Contractor's coordination of Subcontractors' Work, and 2) furnish to Owner, in a timely manner, information regarding anticipated market conditions and construction cost, availability of labor, materials and equipment, and proposed methods, sequences and time schedules for construction of Work.

**3.10.2** The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time, as defined by the Architect to review submittals. If the Contractor fails to submit a schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

**3.10.4** Owner shall not be bound by any early completion deadline submitted in any schedule.

**3.10.5** Owner does not approve or accept any schedule, but reserves the right to review, comment and reject.

### **3.11 DOCUMENTS AND SAMPLES AT THE SITE**

**3.11.1** The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittal. These shall be available to the Architect and shall be delivered to the Owner upon completion of the Work.

### **3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**3.12.3** Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

**3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect; Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the

Contract Documents and approved by the Contractor may be returned by the Architect without action.

**3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor and Sub-contractor represent to the Owner and Architect that the Contractor and Sub-contractor have (1) reviewed and approved them, (2) have reviewed for compliance with the Contract Documents, (3) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (4) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents, and have approved the submittal.

**3.12.7** The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Such Work shall be in accordance with approved submittals.

- .1 The Contractor shall make all revisions as noted by Architect and shall re-submit the required number of corrected copies of Shop Drawings, product data or samples until no exceptions are taken. The Contractor shall direct specific attention, by cover letter accompanying resubmitted Shop Drawings, to all revisions made in addition to those requested by Architect on previous submissions, if any.

**3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In absence of such written notice the Architect's approval of a re-submission shall not apply to such revisions.

**3.12.10** The Contractor shall not be required to provide professional services which constitute the practice of Architect or Architecting unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other

submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor appropriate performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

**3.12.11** When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

### **3.13 USE OF SITE**

**3.13.1** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, policies, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**3.13.2** Contractor shall assume full responsibility for protection and safekeeping of materials stored on premises.

**3.13.3** Contractor shall provide all necessary precautions to protect public, visitors and tenants from activities of Contractor or his agents on project.

### **3.14 CUTTING AND PATCHING**

**3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

**3.14.2** The Contractor shall not damage or endanger a portion of the Work, or fully or partially completed construction, by the Owner, or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner, or a separate contractor, except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner, or a separate contractor, the Contractor's consent to cutting or otherwise altering the Work.

### **3.15 CLEANING UP**

**3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

**3.15.2** If the contractor fails to clean up as provided in the Contract Documents after reasonable notice from Owner of such failure, the Owner may do so and the cost thereof

shall be charged to the Contractor.

### **3.16 ACCESS TO WORK**

**3.16.1** The Contractor shall provide governmental authorities who lawfully request access to the work, the Owner and Architect proper facilities and equipment for access to the Work in preparation and progress wherever located.

### **3.17 ROYALTIES AND PATENTS**

**3.17.1** The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Architect harmless from loss (including but not limited to attorney's fees, court cost, and other cost of defense), on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright, trademark, trade name, or similar property right or interest, or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **3.18 INDEMNIFICATION**

**3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYÉES, AGENTS AND REPRESENTATIVES, ARCHITECT, ARCHITECT'S CONSULTANTS (COLLECTIVELY REFERRED TO AS THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITES, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK PROVIDED THAT SUCH CLAIM, LIABILITY, DAMAGES, LOSS, COSTS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OR TO INJURY TO, OR DESTRUCTION OF, TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE THEREOF IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH: (A) A BREACH OF THE WARRANTIES PROVIDED BY THE CONTRACTOR; (B) THE WORK PERFORMED OR TO BE PERFORMED BY THE CONTRACTOR, ITS CONTRACTORS, SUB-CONTRACTORS, SUB-SUB-CONTRACTORS, AND SUPPLIERS, AND THEIR EMPLOYEES AND AGENTS; (C) ANY NEGLIGENT ACTION AND/OR OMISSION OF THE INDEMNITORS RELATED IN ANY WAY TO THE PROJECT WHETHER THE INDEMNITORS ARE NEGLIGENT IN WHOLE OR IN PART, EXCEPT TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR ANY OTHER TYPE OF NEGLIGENCE) OF THE INDEMNITEES; OR (D) ANY FINES, PENALTIES, DAMAGES (INCLUDING PUNITIVE), LIABILITIES, COSTS AND EXPENSES IN CONNECTION WITH: (1) A VIOLATION OF ANY LAW, STATUTE, RULE, ORDINANCE, CODE OR OTHER REQUIREMENT OF PUBLIC AUTHORITIES; (2) MEANS, METHODS, PROCEDURES OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS FOR WHICH THE CONTRACTOR IS RESPONSIBLE UNDER**

**THE CONTRACT DOCUMENTS. THE CONTRACTOR'S INDEMNITY OBLIGATION HEREIN SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. THE SCOPE AND EXTENT OF THIS INDEMNITY SHALL NOT BE LIMITED BY THE AVAILABILITY OF COVERAGE UNDER THE CONTRACTOR'S INSURANCE AND SHALL NOT LIMIT INDEMNITEES' OTHER LEGAL REMEDIES AGAINST CONTRACTOR OR ANY OTHER PERSON OR ENTITY. THIS INDEMNIFICATION PROVISION SHALL SURVIVE TERMINATION OF THE CONTRACT.**

**3.18.2** In claims against any person or entity indemnified under Paragraph 3.18 by an employee of the Contractor, a Subcontractor, Sub-Sub-contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Paragraph 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**3.18.3** The obligations of the Contractor under Paragraph 3.18 shall not extend to the liability of the Architect, the Architect's consultants and agents and employees of any of them arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications; or (2) the giving of, or the failure to give, directions or instructions by the Architect, the Architect's consultants and agents and employees of any of them, provided such giving, or failure to give, is the primary cause of the injury or damage. The indemnity for the Architect, the Architect's Consultants, agents and employees does not extend to any indemnity prohibited by Section 130.003 of the Texas Civil Practice and Remedies Code.

### **3.19 ADDITIONAL REQUIREMENTS**

**3.19.1** Contractor shall submit to Architect, in writing, all substitutions proposed PRIOR TO the bid opening date. Contractor shall furnish sufficient data for evaluation. To be acceptable for project use, substitutions must be approved in writing by Architect or by appropriate addendum.

**3.19.2** Contractor shall follow manufacturer instructions. Where such instructions are in conflict with the Contract Documents, Contractor shall notify Architect for clarification before proceeding. A copy of the manufacturer's instructions shall be kept at job site and made available to Architect.

**3.19.3** Contractor shall stop the Work affected when notified of a proposed change and when unsatisfactory results are anticipated. Contractor shall proceed only after receiving additional instructions from Architect.

**3.19.4** Contractor shall establish and maintain bench marks, and all other grades, lines, and levels necessary for the Work, report errors and inconsistencies to Architect, in writing, before commencing work affected. Contractor shall be responsible for placement of Project Work and shall make all corrections necessary to achieve an accurate layout of Project Work.

**3.19.5** Contractor shall provide acceptable access facilities to the Work for the Owner,

Architect, and all local, State and Federal authorities having jurisdiction. All access facilities shall be made safe and reasonably convenient.

**3.19.6** Contractor shall prepare quotations, for proposed changes in the Work. Quotations shall be in a "break-down" form giving the number of units, unit cost of materials, tool costs, taxes, overhead, profit, etc. Quotations shall reflect credits as well as extras.

**3.19.7** Contractor shall furnish written warranties using the form directed by Owner or Architect.

**3.19.8** Contractor shall secure required inspection certificates and transmit them to Architect and Owner.

#### **ARTICLE 4** **ADMINISTRATION OF THE CONTRACT**

#### **4.0 SCHEDULE OF WORK (at a maximum, in calendar days)**

**Day 0: Contractors receipt of Notice to Proceed**

**Submittals, as needed, to be provided within a reasonable time.**

**Day 457: Contractor attains Substantial Completion**

**Day 487: Contractor attains Final Completion**

#### **4.1 ARCHITECT**

**4.1.1** The Architect is the person lawfully licensed to practice Architecture, or an entity lawfully practicing Architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative or such representative as the Architect may designate, who may be employed by the Architect as a consultant.

**4.1.1.1** Each of these terms; "Architect," or an affiliate as otherwise provided in the Contract Documents, or duly authorized representatives, such representatives acting severally within scope of particular duties entrusted to them, unless otherwise provided in Contract Documents.

**4.1.2** Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

**4.1.3** In case of termination of employment of the Architect, the Owner shall appoint a new Architect whose status under the Contract Documents shall be that of the former Architect.

#### **4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

**4.2.1** The Architect, acting in consultation with Owner's representative, will provide administration of the Contract as described in the Contract Documents: (1) during construction; (2) until final payment is due, and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of

the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract; however, such authority shall not be considered or construed as creating a fiduciary relationship between the Architect and Owner.

**4.2.2** The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by Owner and Architect, and as Architect deems necessary: (1) to become generally familiar with and to keep the Owner informed about the progress and aesthetic quality of the portion of the Work completed; (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work observed is being performed in a manner indicating that the Work, when completed, will be in general accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site evaluations or inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety or health precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.

**4.2.2.1** Contractor shall reimburse Owner for compensation paid to Architect for additional site visits made necessary by fault, neglect or request of Contractor.

**4.2.3** The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents or failure to complete Work on schedule. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

**4.2.4** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the consultants shall be through the Architect, unless otherwise approved by the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner. The Architect's presence at the Project Site shall not imply concurrence or approval of the work. Contractor shall call specific items to the Architect's attention in writing if he wishes to obtain Architect's opinion.

**4.2.5** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**4.2.6** The Architect has authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority

to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, materials and equipment suppliers, their agents or employees, or other persons performing portions of the Work. All costs made necessary by such failure, including those of repeated procedures shall be at Contractor's sole expense, including compensation for Architect's services and expenses.

**4.2.7** The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Such review and action on the part of the Architect is limited to only those submittals required by the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review by the Architect, Architect's consultants and Owner, if needed. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety or health precautions or, unless otherwise specifically stated by Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's review or approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**4.2.8** The Architect will prepare Change Orders and Construction Change Directives, or other change documents for changes in the Work for the Owner's approval and execution, and the Architect may authorize minor changes in the Work as provided in Paragraph 7.4.

**4.2.9** The Architect and Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Architect may receive and forward to the Owner for the Owner's review and records written warranties and related documents as required by the Contract Documents and assembled by the Contractor and will issue a final Certificate for Payment based upon final inspection indicating the Work complies with the requirements of the Contract Documents.

**4.2.10** If the Owner and Architect agree, Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any

time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until twenty (21) days after written request is received.

**4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

**4.2.13** The Owner's and Architect's decisions on matters relating to aesthetic effect will be final, if consistent with the intent expressed in the Contract Documents.

### **4.3 CLAIMS AND DISPUTES**

**4.3.1 Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of, or relating to, the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### **4.3.1.1 Claims must contain following:**

- .1 Date of the event giving rise to such Claim and, if applicable, date when the event ceased;
- .2 Nature of occurrence or condition giving rise to the Claim;
- .3 Identification of contractual provisions affected and a detailed explanation of how the Claim is contrary to those provisions;
- .4 An estimate of effect upon the Contract Sum, including an itemized breakdown of additional cost, if any;
- .5 An estimate of the effect upon the Project Schedule, including a comparison of Project Construction Schedule and schedules prepared in connection with the Claim. If required by Owner or Architect, this shall include showing in CPM format, both critical and non-critical path activities affected and showing Project Construction Schedule and Claim sequences, durations and float substantiating delay claimed.

**4.3.2 Decision of Architect.** Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.4. A decision by the Architect and Owner, as provided in Subparagraph 4.4.4, shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of: (1) whether such matters relate to execution and progress of the Work, or (2) the extent to which the Work has been completed.

**4.3.3 Time Limits on Claims initiated prior to Final Payment.** Claims by either party must be initiated and submitted within **twenty-one (21)** days after occurrence of the event giving rise to such Claim or within **twenty-one (21)** days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated and submitted by written notice to the Architect and the other party. An

additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

**4.3.4 Continuing Contract Performance.** Pending final resolution of a Claim, unless otherwise agreed in writing or as provided in Sub-paragraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**4.3.5 Waiver of Claims: Final Payment.** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

**4.3.6 Claims for Concealed or Unknown Conditions.** If conditions are encountered at the site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed. The Architect will promptly investigate and evaluate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made and submitted within **twenty-one (21)** days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

**4.3.7 Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6. If the Contractor believes additional cost is involved for reasons including but not limited to: (1) a written interpretation from the Architect; (2) an order by the Owner to stop the Work where the Contractor was not at fault; (3) a written order for a minor change in the Work issued by the Architect; (4) failure of payment by the Owner; (5) termination of the Contract by the Owner; (6) Owner's suspension, or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

**4.3.8 Claims for Additional Time**

**4.3.8.1** If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall

demonstrate that the task is on the critical path and identify the new completion date. In the case of a continuing delay, only one Claim is necessary.

**4.3.8.1.1** The Contractor's request for an increase in the time shall be submitted with pay applications. The delay impacting the critical path shall be addressed no later than the pay application for the month following the month in which the time was lost.

**4.3.8.1.2** Only delay impacting the critical path of the Work shall be considered when determining if Contractor is entitled to additional time.

**4.3.8.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, that weather conditions had an adverse effect on the scheduled construction and that the activities delayed by weather were on the critical path.

**4.3.8.2.1** Acceptable data for substantiating a claim for additional time due to abnormal weather conditions will be the records of the National Oceanographic and Atmospheric Administration (NOAA) for the prior ten (10) years. In the absence of the NOAA Records for a specific site, upon mutual agreement, local official records will be the basis. Furthermore, the effect of such abnormal weather must be demonstrated.

**4.3.8.3** Claims for increase in Contract Time shall set forth in detail the circumstances that form the basis of the Claim, date upon which each cause of delay began to affect progress of Work, date upon which each cause of delay ceased to affect progress of Work and the number of days' increase in Contract Time claimed as a consequence of each such cause of delay. Contractor shall provide such supporting documentation as Owner or Architect may require including, where appropriate, a revised construction schedule indicating all activities affected by circumstances forming the basis of the Claim.

**4.3.8.4** Contractor shall not be entitled to a separate increase in Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on progress of Work or for concurrent delays due to fault of Contractor.

**4.3.9 Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21)** days after first observance. The notice shall provide sufficient detail to enable the other party to investigate and evaluate the matter.

**4.3.10** If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive, so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**4.3.11** Owner reserves the right to audit the Contractor's costs and bid documents if

Contractor files a claim against Owner.

**4.3.12** Contractor, not owner, shall handle any disputes which may arise between subcontractor and owner.

**4.3.13** Owner will only be required to pay for materials actually received and/or services actually provided. Owner shall not be required to pay for materials or services described in the contract that are not used or provided by the contractor in completion of the contract. This term supersedes any contradicting terms throughout the contract and or any attachments.

#### **4.4 RESOLUTION OF CLAIMS AND DISPUTES**

##### **4.4.1 Decision of Architect:**

Claims, including those alleging an error or omission by the Architect but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration (if allowed) or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless thirty (30) days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

**4.4.2** The Architect will review Claims and within **twenty-one (21)** days of the receipt of the Claim take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant or a response with supporting data from the other party; (2) reject the Claim in whole or in part; (3) recommend approval of the Claim by the other party; (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim, if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

**4.4.3** In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

**4.4.4** If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request and shall either, provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished, or advise the Architect that no supporting data will be furnished. Within **twenty-one (21)** days of receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

**4.4.5** If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven (7) days. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim. If any change in the Contract Sum or Contract

Time or both is included as part of the Architect's decision, Architect will be required to submit his decision to the Brazos County Commissioners Court for final approval. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

## **ARTICLE 5** **SUBCONTRACTORS**

### **5.1 DEFINITIONS**

**5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

**5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

**5.1.3** Architect and Architect's consultants may, but are not required to, communicate directly with any Subcontractor, Sub-subcontractor, or materials supplier when it is necessary to obtain information necessary for the Architect or Architect's consultants to complete its services on the Project. The Architect shall endeavor to keep Contractor informed of conversations. Requests for information, interpretation or clarification, and correspondence must all be in writing and must be routed through Contractor.

### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within fourteen (14) days after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

**5.2.2** The Contractor shall not contract with a proposed person or entity to which the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change

unless the Contractor has acted promptly and responsively in submitting names as required.

**5.2.4** The Contractor shall not change a Subcontractor, person or entity previously selected, if the Owner or Architect makes reasonable objection to such change. Acceptance of the substitute Subcontractor after previous acceptance of a Subcontractor for any portion of the work shall not constitute reason for an increase in the Contract amount.

### **5.3 SUBCONTRACTUAL RELATIONS.**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontractor agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.

The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**5.3.2** Contractor is fully responsible for acts and omissions of Subcontractors, and persons either, directly or indirectly, employed by them or under their control, as Contractor is for their own employees.

**5.3.3** Nothing in Contract Documents creates any contractual relationship between any Subcontractor or Sub-subcontractor, or other levels of contractors and subcontractors, and Owner or Architect, except for provisions in paragraph 5.4.

### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

**5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- .1 Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing, and
- .2 Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

**5.4.2** Upon such Assignment, if the Work has been suspended for more than thirty (30)

days, the Subcontractor's compensation shall be equitably adjusted.

**5.4.3** Contractor will provide copies of its subcontracts, agreements and current information on status of its accounts, upon demand by Owner.

## ARTICLE 6

### CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

#### **6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**6.1.1** Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction of operations on the site under Conditions of the Contract identical, or substantially similar, to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.

**6.1.2** When separate contracts are awarded for different portions of the Project or other construction of operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

**6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles, 10, 11 and 12.

#### **6.2 MUTUAL RESPONSIBILITY**

**6.2.1** The Contractor shall afford the Owner and separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate Contractors' completed, or partially

completed construction, is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**6.2.3** The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.

**6.2.4** The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

**6.2.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

### **6.3 OWNER'S RIGHT TO CLEAN UP**

**6.3.1** If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up after reasonable written notice and the cost will be paid by those responsible.

## **ARTICLE 7** **CHANGES IN THE WORK**

### **7.1 CHANGES**

**7.1.1** Changes in the Work may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor and an order for a minor change in the Work may be issued by the Architect alone.

**7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

**7.1.4** If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### **7.2 CHANGE ORDERS**

**7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

- .1 a change in the Work;
- .2 the amount of the adjustment in the Contract Sum, if any, and
- .3 the extent of the adjustment in the Contract Time, if any.

**7.2.2** Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

**7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Subparagraph 7.3.6.

**7.3.4** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**7.3.5** A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**7.3.6** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of

- transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
- .5 additional costs of supervision and field office personnel directly attributable to the change; and
- .6 the maximum allowance for overhead and profit combined included in the total cost to Owner shall be based on the following schedule:
  - A. for Contractor, for any work performed by his own forces, 15% of the cost;
  - B. for each subcontractor involved, work performed by his own forces, 10% of the cost;
  - C. for Contractor, for work performed by his subcontractor, 5% of the amount due the subcontractor.

**7.3.7** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. If the net value of a change results in a credit from Contractor or subcontractor, the credit given shall be the net cost, overhead and profit.

**7.3.8** Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

**7.3.9** When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

#### **7.4 MINOR CHANGES IN THE WORK**

**7.4.1** To the extent allowed by law, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

**ARTICLE 8**  
**TIME**

**8.1 DEFINITIONS**

**8.1.1** The Contractor shall achieve substantial completion of the Work not later than four hundred and fifty-seven (457) calendar days from the date of commencement, subject to adjustments of the time for completion as provided in this Agreement.

**8.1.2** The date of commencement of the Work shall be effective upon the final approval of the Agreement, receipt of performance and payment bonds and receipt by the Contractor of the written notice to proceed from either the Owner or the Architect.

**8.1.3** The date of Substantial completion is the date certified by the Architect in accordance with Paragraph 9.8.

**8.1.4** The term "day" as used in the contract documents shall mean calendar day.

**8.1.5** The term "critical path" as used in the Contract Documents shall mean the project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.

**8.1.6** The term "free slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying another task.

**8.1.7** The term "total slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying the finish date of the project.

**8.2 PROGRESS AND COMPLETION**

**8.2.1** The Contractor agrees and understands the "TIME IS OF THE ESSENCE" for anytime time periods referenced in this Contract. The Contract further agrees to the referenced times as being reasonable for performing the work."

**8.2.2** The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere or store materials or equipment on site prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents and a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**8.2.4** Contractor and their Subcontractors shall complete and coordinate Work in accordance with established schedule.

**8.2.5** Contractor is responsible for expediting Work, identifying potential conflicts and

coordination problems, and proposing measures to avoid such problems

**8.2.6** Whenever it becomes apparent that any activity completion date may not be met, unless delay is related to an approved extension of time, Contractor shall take some or all of following actions and submit supplementary schedule indicating effect of action on progress and completion of Work, all without additional costs to Owner;

- .1 increase number of working hours per shift, shifts per working days, working days per week, or amount of construction equipment, or any combination of foregoing which will substantially eliminate backlog of Work, and put Project back on schedule, and/or,
- .2 increase construction manpower in such quantity as will substantially eliminate backlog of Work, and put Project back on schedule, and/or,
- .3 reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and put Project back on schedule.

**8.2.7** If Contractor fails to take any of actions indicated in subparagraph 8.2.6 within three (3) days after receiving written notice, Owner may take action to attempt to put Project back on schedule, and deduct cost of such actions from money due or to become due Contractor, or shall be grounds for determination by Owner that Contractor is not prosecuting Work with such diligence as will insure completion within Contract Time. Upon such determination, Owner may terminate Contractor's right to proceed with Work, or any separable part thereof, in accordance with provisions of Article 14.

**8.2.8** Contractor shall bear cost of any services of Architect made necessary by delays in completion of Work due to actions or inactions of Contractor or any Subcontractors. Contractor shall promptly pay any such cost upon demand by Owner. At Owner's option, these costs may be deducted from any amounts otherwise due Contractor.

### **8.3 DELAYS AND EXTENSION OF TIME**

**8.3.1** Except as otherwise provided in the Contract Documents, if the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, adverse conditions as provided for in 4.3.8.2, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect and Owner may determine.

- .1 If at least seven (7) hours of work time are available out of the working day, no extensions of time will be allowed;
- .2 No extension of time will be allowed for Saturdays, Sundays, or holidays unless the Contract requires and stipulates overtime work and it has been approved in writing by Owner; and
- .3 Time extensions will not be allowed for drying of materials when it is possible for the Contractor to enclose area and materials or use an acceptable drying process.

**8.3.2** There will be no delay claims by Contractor if the Contractor finishes the Project early, even if owner delays the work.

**8.3.3** Claims relating to time shall be made in accordance with applicable provision of Paragraph 4.3.

**8.3.4** If Contract Time is extended pursuant to paragraph 8.3, such extension shall be the exclusive remedy of Contractor and said Contractor shall not be entitled to recover damages from Owner or Architect.

**8.3.4** Owner's exercise of any of its rights under "**ARTICLE 7 - CHANGES IN THE WORK**," regardless of the extent of number of such changes, or requirement of correction or re-execution of defective work, or extent of number of Architect's interpretations or clarifications of the Contract Documents, shall not, under any circumstances, be construed as neglect or intentional interference with Contractor's performance of the Work.

## **ARTICLE 9** **PAYMENTS AND COMPLETION**

### **9.1 CONTRACT SUM**

**9.1.1** The Contract Sum is **FOURTEEN MILLION, EIGHT HUNDRED AND SIXTY-FIVE DOLLARS (\$14,865,000.00)** and, subject to authorized adjustments as provided in this Agreement, is the total amount payable by the Owner to the Contractor for performance of the Work.

### **9.2 SCHEDULE OF VALUES**

**9.2.1** Unless otherwise provided in the Contract documents, before the first application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**9.2.2** The Architect will provide to the Contractor a list of the portions or sections of work for which he wishes to have separate values included and those items for which he will require material quantities to be shown.

### **9.3 APPLICATIONS FOR PAYMENT**

**9.3.1** Unless otherwise provided in the Contract Documents; at least twenty (20) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the contractor's right to payment including the most current Contractors Construction Schedule and/or copies of requisitions from Subcontractors and material providers as the Owner or Architect may require, and reflecting retainage if provided for elsewhere in the Contract documents.

**9.3.1.2** Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

**9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made

on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

**9.3.4** The Contractor shall submit his Application for Payment, amounting to 95% of the cost of the work performed and 95% of the materials on hand in accordance with paragraph 9.3.2 above, as of the last day of each month.

#### **9.4 CERTIFICATES FOR PAYMENT**

**9.4.1** The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment and the Architect's site visit, either, issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

**9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the observed aesthetic quality of the Work is in accordance with the Contract Documents. The Architect's Certificate for Payment shall be based, in part, on the recommendation of the Contractor. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has: (1) made exhaustive or continuous on-site evaluations and/or inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the contractor has used money previously paid on account of the Contract Sum.

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**9.5.1** The Architect may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner if, in the Architect's opinion, the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 persistent failure to carry out the Work in accordance with the Contract Documents;
- .8 failure to comply with the approved Project Construction Schedule;
- .9 erroneous estimates by the Contractor or a Sub-contractor of values of Work performed, or
- .10 the existence of any event of default under the Contract Documents.

**9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

## **9.6 PROGRESS PAYMENTS**

**9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents and shall so notify the Architect.

**9.6.1.1** Owner will make partial payments to Contractor within thirty (30) days after receipt of Certificate for Payment from Architect.

**9.6.1.2** Owner may withhold payment to Contractor notwithstanding Architect's certification, if it is necessary, in Owner's opinion, to do so to protect Owner from loss due to any of the reasons set forth in Subparagraphs 9.5.1.1 through 9.5.1.10, inclusive.

**9.6.2** The Contractor shall pay each Sub-contractor any due amounts in accordance with Texas Law. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

**9.6.3** The Architect will, on request, furnish to a Sub-contractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect on account of portions of the Work done by such Sub-contractor.

**9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money, to a Subcontractor except as may otherwise be required by law.

**9.6.5** Contractor's payment to material suppliers and equipment suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

**9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the contract Documents.

## **9.7 FAILURE OF PAYMENT**

**9.7.1.** If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the contractor within seven (7) days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven (7) additional days' written notice to the Owner or Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, as provided for in the Contract Documents.

## **9.8 SUBSTANTIAL COMPLETION**

**9.8.1** Substantial Completion is the stage in the progress of the Work when the Work is complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**9.8.2** Unless otherwise provided in the Contract Documents, when the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall thoroughly inspect the Work and prepare and submit to the Architect a comprehensive list of items to be completed or corrected, Contractor's Notice of Substantial Completion, and a written request for Architect's review of the Work. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon approval of Substantial Completion by Brazos County, Contractor has thirty (30) days to reach Final Completion of the Work. If the Contractor does not achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall be subject to additional Liquidated Damages as set forth under paragraph 9.11.2 herein.

**9.8.3** Unless otherwise provided in the Contract Documents, after receipt of the Contractor's Notice of Substantial Completion and the Contractor's list, the Architect and Owner will make inspections to determine whether the Work or designated portion thereof is substantially complete. If the Architect's and Owner's inspections disclose any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit another Contractor's Notice of Substantial Completion and a request for another inspection by the Architect and Owner to determine Substantial Completion.

**9.8.4** When the Work is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance or responsibilities assigned to them in such Certificate.

**9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## **9.9 PARTIAL OCCUPANCY OR USE**

**9.9.1** The Owner may occupy, or use, any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy, or use, may commence whether or not the portion is substantially complete provided that the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, or the Owner notifies the Contractor of intent to occupy or use a portion of the Work prior to substantial completion, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**9.9.2** Immediately prior to such partial occupancy, or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used

in order to determine and record the condition of the Work.

**9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

**9.10.1** Unless otherwise provided in the Contract Documents; the Contractor shall inspect the Work to determine that it is sufficiently complete in accordance with the Contract Documents and the Contract is fully performed. Upon receipt of Contractor's Notice of Final Completion written notice certifying that the Work is sufficiently complete in accordance with the Contract Documents, that the Contract is fully performed, that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and Owner will in a reasonable time, make such inspection and when the Architect and Owner finds the Work acceptable under the Contract Documents and the Contract sufficiently performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's and Owner's on-site visits and inspections, the Work has been sufficiently completed in accordance with terms and conditions of the Contract Documents. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. However, 95% of the contract amount will be due and payable to Contractor as noted in said final Certificate, with the remaining 5% retainage due and payable to the Contractor within thirty (30) days after acceptance of the Work by the Owner.

**9.10.2** Unless otherwise provided in the Contract Documents, neither final payment nor any remaining retained percentage shall become due until the Contractors submits to the Architect: (1) an affidavit that payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Document to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment, and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, for Owner's review and approval. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

**9.10.3** If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion and the Architect so confirms, the Owner shall, upon application by the

Contractor and certification by the Architect and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents and if bonds have been furnished the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**9.10.3.1** Final payment constituting entire unpaid balance of Contract Amount will be paid by Owner to Contractor within thirty (30) days after final Certificate for Payment has been issued by Architect.

**9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents, or
- .4 non-conforming, faulty or defective Work appearing at or after final payment.

**9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **9.11 LIQUIDATED DAMAGES**

**9.11.1** Liquidated damages will be two hundred fifty dollars (\$250.00) per day if work is not completed on time (final completion), excluding any weather days.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS**

**10.1.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety and health precautions and programs in connection with the performance of the Contract. This requirement applies continuously and is not limited to normal Working hours.

### **10.2 SAFETY OF PERSONS AND PROPERTY**

**10.2.1** The Contractor shall at all times conduct all operations under this Agreement in a manner to avoid the risk of bodily injury or risk of damage to the following:

- .1 employees on the Work and other persons who may be affected thereby, to include but not limited to the Owner and Architect and their consultants and employees;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

- .3** other property at the site or adjacent thereto, such as trees, shrubs, lawns walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**10.2.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, standards, rules, regulations, policies and lawful orders of public authorities (including reference standards issued under the Occupation Safety Act and the Occupancy Safety and Health Administration) bearing on safety and health of persons or property or their protection from damage, injury or loss.

**10.2.3** The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

**10.2.4** When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, such as driving, or removal of piles, wrecking, demolition, excavation or other similar potentially dangerous work is necessary, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall give Owner reasonable advance notice. Contractor is fully responsible for any and all damages, claims, and for the defense of all actions against Owner and Architect, and their consultants and employees resulting from the prosecution of such work.

**10.2.4.1** Use or storage of explosives is prohibited.

**10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Paragraphs 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the Contractor is responsible under Paragraphs 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

**10.2.6** The Contractor shall designate a responsible, properly trained and qualified member or members of the Contractor's organization at the site whose duties shall be the prevention of accidents, damage to property and to supervise and train personnel in the use of dangerous and hazardous equipment, materials and substances necessary for the execution of the Work. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**10.2.7** The Contractor shall not permit any part of the construction or site, including new construction or existing facilities to be loaded with weights that will exceed design loads or so as to endanger safety of persons or property or cause damage or create an unsafe condition.

**10.2.8** Contractor shall give notice in writing at least forty-eight (48) hours or longer if required by affected parties before breaking ground, to all persons having interests on or near site, Public Utility Companies, owners of property having structures or improvements in proximity to site of the Work, agencies, authorities, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by Contractor's operation, in order that they may remove any obstruction for which they are responsible and have representative on site to see that their property is properly protected. Such notice does not relieve Contractor of responsibility for any damages, claims, and defense of all actions against Owner and Architect resulting from performance of such Work in connection with or arising out of Contract.

**10.2.9** All parts of Work shall be braced to resist wind or other loads. Contractor shall perform Work with the explicit understanding that the design of the Project is based on all parts of Work having been completed and as such, the methods of performance of each part of Work shall be done accordingly.

**10.2.10** Temporary items such as, but not limited to: scaffolding, staging, lifting and hoisting devices, shoring, excavation, barricades, and safety and construction procedures necessary in completion of Project shall be the responsibility of the Contractor and its Subcontractors and shall comply with all applicable codes and regulations. It shall not be responsibility of Owner, Architect or their representatives to determine if Contractor, Subcontractors or their representatives are in compliance with the aforementioned regulations.

**10.2.11** The Contractor shall comply with all Federal Occupational Safety and Health Administration Hazard Communications Act (HAZCOM) requirements, including properly maintaining Materials Safety Data Sheets (MSDS) at the Project site. The Contractor shall ensure that all MSDS are compiled in a single location at the Project site, and are available to the regulating agencies. The Contractor shall indemnify and hold harmless the Owner and Architect for their respective failure to comply with this provision.

**10.2.12** The Contractor shall be responsible for any fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations. Contractor shall also be responsible for reimbursement of any OSHA fines incurred by the Architect for Project site safety conditions created or controlled by the Contractor that result in the Architect receiving a citation under the OSHA multi-employer citation provision.

**10.2.13** The Contractor shall notify Owner's and Architect's personnel upon arrival to the Project site of any known safety or health hazards at the Project and the precautions they should take.

**10.2.14** The Contractor shall provide safety and health equipment (excluding boots) for the Owner and Architect to protect them from safety and health risks during the performance of their services during the construction of the Project.

**10.2.15** The Architect's review of Contractor's performance does not include review of adequacy of Contractor's safety or health measures.

### **10.3 HAZARDOUS MATERIALS OR SUBSTANCES**

**10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB) encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, in writing, with a copy to the Architect.

**10.3.1.1** The term "hazardous materials or substance" also includes, but is not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), radon gas, industrial waste, acids, lead, alkaline, irritants, contaminants or other pollutants, excluding mild chemicals used in the cleaning of finished building materials.

**10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If the Contractor has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

**10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Subparagraph 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is to the fault or negligence of the party seeking indemnity. Notwithstanding, the Owner does not waive its right to assert sovereign immunity.

**10.3.4** The Architect and Architect's consultants and employees shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons, to hazardous materials or toxic substances in any form at the Project site.

**10.3.5** The Owner and Architect shall not be responsible under Paragraph 10.3 for hazardous materials and substances brought to the Project site by the Contractor unless such materials or substances were required by the Contract Documents and the

Contractor so notified the Owner and Architect. The Contractor shall notify the Owner and Architect prior to bringing any hazardous material or substance onto the Project site.

**10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### **10.4 EMERGENCIES**

**10.4.1** In an emergency affecting safety or health of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3. and Article 7.

**10.4.2** The Contractor shall promptly report in writing to Owner and Architect all accidents arising out of, or in connection with, the performance of the Work, whether on or off the site, which caused death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to Owner and Architect.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

**11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Texas such insurance as will protect the Contractor from claims set forth below which may arise out of, or result from, the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by Contractor or by a Subcontractor or by anyone directly, or indirectly, employed by any of them, or by anyone for whose acts any of them may be liable:

- .1** claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2** claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3** claims for damages because of bodily injury, sickness, disease or death of any person other than the Contractor's employees or persons or entities excluded by statute from requirements of Subparagraph 11.1.1.1, but required by Contract Documents to provide insurance required by that Subparagraph;
- .4** claims for damages insured by usual personal injury liability coverage which are sustained by: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor; or (2) by another person;
- .5** claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- .6** claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

- .7 claims for bodily injury or property damage arising out of completed operations;
- .8 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.
- .9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
  - (1) Premises Operations (including X, C and U coverages as applicable).
  - (2) Independent Contractors' Protective.
  - (3) Products and Completed Operations.
  - (4) Personal Injury Liability with Employment Exclusion deleted.
  - (5) Contractual Liability.
  - (6) Owned, non-owned and hired motor vehicles.
  - (7) Broad Form Property Damage including Completed Operations.
- .10 If General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

**11.1.2** The insurance required by Subparagraph 11.1.1 shall be written for not less than the limits of liability specified herein or as required by law, whichever coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

**11.1.2.1** The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation:
  - (a) State: **Texas** Statutory
  - (b) Applicable Federal (e.g., Longshoremen harbor work, Work at or outside U.S. Boundaries):  
Statutory: **Not Applicable**
  - (c) Maritime: **Not Applicable**
  - (d) Employer's Liability: **\$ 500,000** each accident  
**\$ 500,000** disease, policy limit  
**\$ 500,000** disease, each employee
  - (e) Benefits required by union labor contracts: **As Applicable**
  - (f) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
  
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective: Products and Completed Operations; Broad Form Property Damage):
  - (a) Bodily Injury: **\$ 1,000,000** each occurrence  
**\$ 1,000,000** aggregate
  - (b) Property Damage: **\$ 1,000,000** each occurrence  
**\$ 1,000,000** aggregate
  - (c) Property Damage Liability Insurance shall include coverage for the

following hazards:

- 1) X (Explosion).
  - 2) C (Collapse).
  - 3) U (Underground).
- (d) Broad Form Property Coverage shall include Completed Operations.
- (e) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
3. Personal Injury with Employment Exclusion deleted: \$ 1,000,000 each claim
  4. If the General Liability coverages are provided by a Commercial Liability policy, the:
    - (a) General Aggregate shall be not less than \$ 2,000,000 and it shall apply, in total, to this Project only.
    - (b) Fire Damage Limit shall be not less than \$ 100,000 on any one Fire.
    - (c) Medical Expense Limit shall be not less than \$ 10,000 on any one person.
    - (d) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
  5. Umbrella Excess Liability: \$ 2,000,000 over primary insurance
  6. Business Auto Liability (including owned, non-owned and hired vehicles):
    - (a) Bodily Injury and Property Damage: \$ 1,000,000 each accident
    - (b) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

**Note:** The State of Texas has a no-fault automobile insurance requirement. Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.

**11.1.3** Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that thirty (30) days prior written notice will be given to the Owner in the event of cancellation. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. Not later than ten (10) days from award of bid, Contractor shall deliver to the Owner, copies of the insurance certificate in accordance with the above requirements naming Owner as additional insured for Commercial General Liability, Automotive Liability, and Umbrella/Excess Liability..

## **11.2 OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE:**

**11.2.1** The Owner reserves the right to be self-insured for any and all insurance of any kind, type, or nature required by the Contract Documents.

**11.2.1.1** Contractor shall purchase and maintain insurance covering Owner's contingent liability for claims which may arise from operations under the Contract.

- .1 Bodily Injury and Property Damage:
  - \$ 1,000,000 each occurrence
  - \$ 1,000,000 aggregate

### **11.3 PROPERTY INSURANCE**

**11.3.1** The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until certificate of occupancy or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The form of policy for this coverage shall be (Completed Value) (Reporting), in the names of the Owner, Contractor, Subcontractors and Sub-subcontractors as their interests may appear in amount equal to contract sum for the Work. If Owner is damaged by failure of Contractor to maintain such insurance, then Contractor shall bear all reasonable costs properly attributable thereto.

**11.3.1.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

**11.3.2** Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

**11.3.3** If the Owner requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.

### **11.4 PERFORMANCE BOND AND PAYMENT BOND**

**11.4.1** Not later than ten (10) days from and after the date on which the award of the bid is made by the Owner, Contractor shall execute, as Principal, bonds joined in by a Surety Company of the Contractor's choice, generally referred to as a "Performance Bond" and a "Payment Bond," each in a penal sum equal to 100% of the Contract Sum. The Bonds shall be on the form provided by Owner and shall be compatible with provisions of governing authorities. Contractor shall file bonds with the Owner.

**11.4.2** Surety Company executing bonds shall be acceptable to Owner and shall be authorized to do business in the State of Texas.

**11.4.3** Surety Company shall list the address and phone number of the home office of its' principal place of business. Surety shall also provide the name, address and phone number of the local Agent issuing the bonds.

**11.4.4** Contractor shall require attorney-in-fact who executes required bonds on behalf of surety to affix thereto a certified and current copy of power of attorney.

**11.4.5** Contractor shall deliver required bonds to Owner not later than three (3) days following the date the Agreement is entered into, or if Work is to be commenced prior thereto in response to a letter of intent, Contractor shall, prior to commencement of Work, submit evidence satisfactory to Owner that such bonds will be furnished.

**11.4.6** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

**11.4.7** Contractor shall keep surety informed of progress of Work and where necessary, obtain surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other information required by surety.

## **ARTICLE 12** **UNCOVERING AND CORRECTION OF WORK**

### **12.1 UNCOVERING OF WORK**

**12.1.1** If a portion of the Work is covered contrary to the Architect's, Owner's or governing authority's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's, Owner's or governing authority's examination and be replaced at the Contractor's expense without change in the Contract Time.

**12.1.2** If a portion of the Work has been covered which the Architect, Owner or governing authority has not specifically requested to examine prior to its being covered, the Architect, Owner or governing authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such cost and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### **12.2 CORRECTION OF WORK**

#### **12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

**12.2.1.1** The Contractor shall promptly correct Work rejected by the Architect, Owner or governing authority or failing to conform to the requirements of the Contract Documents, whether observed before, or after, Substantial Completion and whether or

not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby.

## **12.2.2 AFTER SUBSTANTIAL COMPLETION**

**12.2.2.1** In addition to the Contractor's obligation under Paragraph 3.5, if, within one (1) year after the date of Substantial Completion of the Work, or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Document, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

**12.2.2.2** The one (1) year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**12.2.2.3** The one (1) year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

**12.2.2.4** Upon request of Owner and prior to expiration of one (1) year from date of Substantial Completion, Architect may conduct, and Contractor shall attend, a meeting with Owner to review facility operations and performance.

**12.2.3** The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**12.2.4** The Contractor shall bear the cost of correcting destroyed, or damaged, construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

**12.2.5** Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one (1) year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **12.3 ACCEPTANCE OF NONCONFORMING WORK**

**12.3.1** If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such defective or nonconforming Work (such costs to include but not limited to fees and charges of Architects, Architects, testing agencies, consultants, attorneys and other professionals). Such adjustment shall be effected whether or not final payment has been made. If any such acceptance occurs prior to final payment, Owner shall be entitled to an appropriate decrease in the Contract Sum. If the acceptance occurs after final payment, an appropriate amount will be paid by the Contractor to the Owner.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

**13.1 GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas and venue shall be at all times Brazos County, Texas. Respondent(s) understands that Brazos County is a governmental entity subject to Texas State and Federal public information statutes. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and/or subsequent contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

### **13.2 SUCCESSORS AND ASSIGNS**

**13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**13.2.2** The Owner may, without consent of the Contractor, assign the Contract to lender providing construction financing for the Project. If the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

**13.2.3** Contractor shall not assign any monies due or to become due hereunder without written consent of Owner and of Contractor's Surety. The Contractor shall file a copy of such consent of Surety, together with copy of assignment with Owner and Architect. In case Contractor assigns all or any part of any monies due or to become due under this Contract, instrument of assignment must contain a clause substantially to effect that it is agreed that right of assignees in and to any monies due or to become due to Contractor shall be subject to prior liens and claims of all persons, firms and corporations for services rendered; for payment of all laborers and mechanics for labor performed; for payment for all materials and equipment furnished and payment for all materials and equipment used or rented in performance of the Work called for in Contract; and for

payment of any liens, claims, or amounts due to governments or any of their funds.

**13.3 WRITTEN NOTICE:** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered or sent by registered or certified mail or by courier service providing proof of delivery to the last business address known to the party giving notice.

### **13.4 RIGHTS AND REMEDIES**

**13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**13.4.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### **13.5 TESTS AND INSPECTIONS**

**13.5.1** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the County shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the testing agency, Project inspector (if any), public authorities and (if requested), Architect timely notice of when and where tests and inspections are to be made so that they may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

**13.5.2** If the Architect, Owner, Project inspector (if any), or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Project inspector (if any), or Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the testing agency, project inspector (if any), governing agency, and (if requested), Architect of when and where tests and inspections are to be made so they may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

**13.5.3** If procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, laws, statutes, ordinances, codes, rules or regulations, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

**13.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect and Project inspector (if any).

**13.5.5** If the Architect, Owner or Project inspector (if any), is to observe tests, inspections or approvals required by the Contract Documents, they will do so promptly and where practicable, at the normal place of testing.

**13.5.6** Test or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **13.6 INTEREST**

**13.6.1** Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the legal rate prevailing for public entities under the laws of the State of Texas.

### **13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

**13.7.1** As between the Owner and Contractor:

- .1 Before Substantial Completion.** Before Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to acts occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3 After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

### **13.8 EQUAL OPPORTUNITY**

**13.8.1** Contractor shall maintain policies of employment as follows:

- .1** Contractor and Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of

- nondiscrimination.
- .2 Contractor and Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

### **13.9 NON-DISCRIMINATION**

**13.9.1** In performance of Work, Contractor and Subcontractors agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to the following; employment, upgrading, demotion, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

## **ARTICLE 14**

### **TERMINATION OR SUSPENSION OF THE CONTRACT**

#### **14.1 TERMINATION BY THE CONTRACTOR**

**14.1.1** The Contractor may terminate the Contract if the work is stopped for a period of thirty (30) days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under the Contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction;
- .2 an act of government, such as a declaration of national emergency, making material unavailable;
- .3 because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

**14.1.2** If one of the above reasons exists, the Contractor may, upon seven (7) additional days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

**14.1.3** If the Work is stopped for a period of sixty (60) days through no act or fault of the Contractor or a Subcontractor or their agents, employees or any other persons performing portions of the Work under the Contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days written notice to the Owner and the Architect,

terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

## **14.2 TERMINATION BY THE OWNER FOR CAUSE**

**14.2.1** The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreement between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**14.2.2** When any of the above reasons exist and the Owner believes that sufficient cause exists to justify termination, the Owner may, without prejudice to any other rights or remedies of the Owner, deliver to the Contractor and the Contractor's surety seven (7) days written notice of default and opportunity to cure. In the event Contractor fails to timely cure, the Owner may, by separate written notice of termination, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

**14.2.3** When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

## **14.3 SUSPENSION BY OWNER FOR CONVENIENCE**

**14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### **14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

**14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### **ARTICLE 15** **ACCESS TO THE WORK**

**15.1** Architect, the Owner, and their authorized representatives, shall have access at all times to the work for inspection wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

### **ARTICLE 16** **STANDARDS**

**16.1** Should applicable laws, ordinance, statutes, treaties, executive orders, tariffs, standards, rules and/or regulations change following execution of this Agreement, and should such change require the Contractor to perform either more or less work or cause the Cost of Work to change, documentation substantiating the additional burden shall be provided to the Owner and the Contract Sum and Contract Time shall be equitable adjusted in compliance with the requirements of Article 7, Changes in the Work.

**16.2** Any material specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of these Specifications, except as limited to type, class or grade, or modified in such reference.

**16.3** The Standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. These Standards are not furnished to bidders for the reason that the manufacturers and trade involved are assumed to be familiar with their requirements. The Architect will furnish, upon request, information as to how copies of the standards referred to may be obtained.

**16.4** It is not the intent of the Specifications to limit materials to the product of any particular manufacturer. Where definite materials, equipment and/or fixtures have been specified by name, manufacturer or catalog number, it has been done to set a definite

standard and a reference for comparison of quality, application, physical conformity and other characteristics. It is not the intention to discriminate against, or prevent, any dealer, jobber or manufacturer from furnishing materials, equipment and fixtures which, in the judgment of the Architect, expressed in writing, meet or exceed the characteristics of the specified items.

**ARTICLE 17**  
**PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**

**17.1** No officer or employee of Brazos County, Texas, shall have a financial interest, direct or indirect, in this Agreement or shall be financially interested, directly or indirectly, in the sale of any materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this Article shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this Article with the knowledge, express or implied, of the Contractor or Subcontractors shall render this Agreement voidable by Brazos County.

**ARTICLE 18**  
**PREVAILING WAGE RATES**

**18.1 PREVAILING WAGE RATE DETERMINATION**

**18.1.1** Chapter 2258, Texas Government Code, Title 10, requires state agencies, cities, counties, independent school districts and all other political subdivisions that engage in construction projects using public funds to include prevailing wage rates in the project bid documents and the construction contract.

**ARTICLE 19  
AUTHORITY TO CONTRACT**

The County Judge is authorized to execute this Agreement upon the Commissioners Court's approval of the Agreement as set forth in the minutes of the Court's SEPTEMBER 30, 2025, meeting.

This Agreement is entered into in as of the day and year first written above and is executed in at least three (3) original copies of which one (1) is to be delivered to the Contractor, one (1) to the Architect for use in the administration of the Contract, and the remainder to the Owner.

**OWNER:  
BRAZOS COUNTY, TEXAS**

  
\_\_\_\_\_  
Brazos County Judge, ACTING  
330 South Texas Ave., Suite 332  
Brazos, Texas 77803

Date: 9/30/2025

**CONTRACTOR:  
FLINTCO, LLC**

  
\_\_\_\_\_  
Flintco, LLC  
Scott Tomhave, Senior Vice President

Date: September 22, 2025

**ATTACHMENT "A"**  
**BRAZOS COUNTY ADMINISTRATION BUILDING**  
**RENOVATIONS**  
**REQUEST FOR PROPOSAL CIP 25-531**



Groundbreaking Since 1908.

August 5, 2025

Brazos County Purchasing Department  
200 S. Texas Avenue, Suite 352  
Bryan, TX 77803

**RE: RFP No. CIP 25-531 – Brazos County Administration Building Renovations**

To Whom It May Concern:

On behalf of Flintco, we appreciate the opportunity to submit our proposal for the Brazos County Administration Building Renovations. We have carefully reviewed the RFP documents and thoroughly understand the project's scope, objectives, and unique challenges, including phasing construction within an occupied facility.

Flintco has a long-standing track record of delivering complex, phased renovation projects safely and on schedule. Our team brings specialized expertise coordinating upgrades to fully operational facilities while maintaining secure ingress and egress for staff and the public. We understand that clear communication, proactive logistics planning, and exceptional site management will be critical to the success of this project.

Our proposal includes:

- A detailed cost proposal that reflects a complete understanding of the scope, including Owner's Contingency, Allowances, and Alternate pricing per your specifications.
- A comprehensive project schedule that we believe is achievable for the scope at hand.
- Relevant qualifications highlighting our team's proven experience with large-scale governmental renovations of similar size and complexity.
- A dedicated project team, including a Project Manager and Superintendent with extensive experience managing occupied renovations and public-sector projects.

We are committed to collaborating closely with Brazos County to ensure a safe, secure, and minimally disruptive renovation process. Our goal is to deliver a high-quality facility that supports your operations for decades to come.

Thank you for considering Flintco for this important project. We look forward to the possibility of working together and demonstrating why Flintco is the right partner for the Brazos County Administration Building Renovations.

If you have any questions or require additional information, please do not hesitate to contact me at 512.626.5412 or [scott.tomhave@flintco.com](mailto:scott.tomhave@flintco.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Toby Smith", written over a circular scribble.

Toby Smith  
Project Director  
Flintco, LLC



# REQUEST FOR PROPOSALS

**RFP NO. CIP 25-531**

**Brazos County Administration Building Renovation**

**SEALED PROPOSALS TO BE SUBMITTED BEFORE:**

**Tuesday, July 15, 2025, 2:00pm CST**

**TO THE:  
BRAZOS COUNTY  
PURCHASING DEPARTMENT**

**200 S. Texas Ave. Suite 352**

**Bryan, TX 77803**

**Phone: (979) 361-4290**

**Fax: (979) 361-4293**

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the RFP. Any such contact will be grounds for rejection of the respondents' proposal.

In compliance with this solicitation, the undersigned proposer having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following RFP for furnishing the material and/or services listed on the attached bid form and agrees to deliver said items at the locations and for the prices set forth on the bid form.

Company Name: Flintco, LLC

By (Print): Scott Tomhave Title: Senior Vice President

Physical Address: 317 Grace Lane, Suite 150, Austin, TX 78746

Mailing Address: 317 Grace Lane, Suite 150, Austin, TX 78746

Telephone: 512.626.5412 Fax: N/A E-Mail: scott.tomhave@flintco.com

**S. REFERENCES**

Respondents shall provide a list of at least five (5) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the **names, phone number and email** of the company/entity for which the prior work was performed to contact these references. References received on previous solicitations for similar size and scope in the previous six (6) months may be considered in lieu of obtaining a new reference check. A negative reference may be grounds for disqualification of bid. Respondents are not allowed to use Brazos County as a reference.

Company/Entity: Austin ISD

Contact: Michael Mann, Project Manager, Architect

Phone: 512.414.8943

Email: michael.mann@austinisd.org

Company/Entity: University of Texas

Contact: Brian Dujon, Project Manager

Phone: 512.232.2734

Email: Brian.Dujon@austin.utexas.edu

Company/Entity: Texas Facilities Complex

Contact: Ricardo Guerra, Project Manager

Phone: 512.463.1763

Email: Ricardo.Guerra@tfc.texas.gov

Company/Entity: Texas Facilities Commission

Contact: Jay Franklin, PMP, CTCM, Project Manager

Phone: 512.962.1031

Email: Jay.Franklin@tfc.state.tx.us

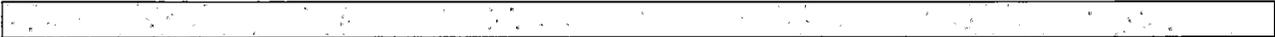


Company/Entity: Texas Facilities Commission

Contact: Billy Knapp, Project Manager Facilities Design and Construction

Phone: 512.563.9287

Email: william.knapp@tfc.state.tx.us



**T. PROPOSAL EVALUATION WAIVER**

By submitting a proposal or response, each Proposer/offeror indicated below agrees to waive any claim it has or may have against Brazos County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal or response (2) any requirement under the Request for Proposal or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

**Note: The Statement of Affirmation Must be Notarized.**

**STATEMENT OF AFFIRMATION**

The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm's Name: Flintco, LLC

Address: 317 Grace Lane, Suite 150, Austin, TX 78746

Proposer's Name: Scott Tomhave | Flintco, LLC

Position/Title: Senior Vice President

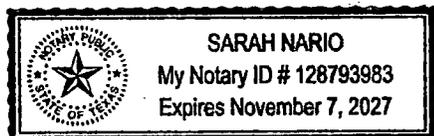
Proposer's Signature: 

Date: August 5, 2025

Subscribed and sworn to me on this 5th day of August in the year 2025

  
Notary Public

My Commission expires 11/7/2027



**U. ADDENDA**

The undersigned acknowledges responsibility for all addenda issued prior to closing date. No addenda will be issued less than 48 hours prior to the solicitation submission deadline.

No. <u>1</u>	No. <u>2</u>	No. <u>3</u>
Date <u>6/3/25</u>	Date <u>6/13/25</u>	Date <u>6/24/25</u>
No. <u>4</u>	No. <u>5</u>	No. <u>6</u>
Date <u>6/25/25</u>	Date <u>7/3/25</u>	Date <u>7/8/25</u>
No. <u>7</u>	No. <u>8</u>	No. <u>9</u>
Date <u>7/16/25</u>	Date <u>7/21/25</u>	Date <u>7/24/25</u>
No. <u>10</u>	No. _____	No. _____
Date <u>7/25/25</u>	Date _____	Date _____



# Brazos County Purchasing Department

200 S. TX. AVE., STE 352      BRYAN, TX 77803  
PHONE (979) 361-4292      FAX (979) 361-4293

## Addendum #1 to CIP 25-531 Brazos County Administration Building Renovations

**Issued:**            June 3, 2025  
**Change:**         Corrected Exhibit C – Plans & Exhibit D – Project Manual  
**Reason:**         Error

**Exhibit C & Exhibit D was not uploaded correctly. Plans should be corrected now.**

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

**Acknowledgement of Addendum:**

**Signature:** \_\_\_\_\_

**Printed Name:** Scott Tomhave | Senior Vice President



# Brazos County Purchasing Department

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## Addendum #2 to CIP 25-531 Brazos County Administration Building Renovations

**Issued:**            June 13, 2025  
**Change:**         Modifications to the Project Manual and Drawings  
**Reason:**         Question Clarifications

### Modifications to the Project Manual

1. Section 27 05 28 Pathways For Communications Systems
  - a. Added Cable tray Section 2.1 C
  - b. Added Cable Tray Description 2.5
  - c. Removed 3.3 Installation Section D
  - d. Modified Verbiage for Section E
2. Section 01 21 00 Allowances
  - a. Modified Verbiage for Section 1.6 A

### Modifications to the Drawing

1. Sheet E1.00 Electrical Site Plan
  - a. Existing pad mounted transformer, main switch, and new chillers are shown for reference purposes as indicated.
2. Sheet E1.04 Power Level 2 Floor Plan
  - a. Existing distribution panel PP3 and other panels are shown for reference purposes as indicated.
3. Sheet P5.00 Plumbing Riser Diagrams
  - a. Missing Plumbing Riser Diagrams are shown on sheet as indicated.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

### **Acknowledgement of Addendum:**

**Signature:** \_\_\_\_\_

**Printed Name:** Scott Tomhave | Senior Vice President



# Brazos County Purchasing Department

200 S. TX. AVE., STE 352      BRYAN, TX 77803  
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## Addendum #3 to CIP 25-531 Brazos County Administration Building Renovations

**Issued:**      June 24, 2025  
**Change:**     Modifications to the Project Manual and Drawings  
**Reason:**     Question Clarifications

### Modifications to the Project Manual

1. Section 27 41 13 AUDIO VIDEO INFRASTRUCTURE
  - a. Removed SECTION 1.4 1C
2. Section 27 41 16 AUDIO VISUAL SYSTEMS
  - a. Removed Section 2.3 D
  - b. Modified Verbiage for Section 2.3 13B
  - c. Modified Verbiage for Section 2.3 27A

### Modifications to the Drawing

1. Sheet AVI0.01 LEGEND AND NOTES - AV INFRASTRUCTURE
  - a. Added 'LA' Assistive Listening infrastructure to Legend
2. Sheet AVI0.02 RISER DIAGRAM – AV INFRASTRUCTURE
  - a. Added conduit for device LA to riser
3. Sheet AVI2.01 LEVEL 1 FLOOR PLAN - AREA A - AV INFRASTRUCTURE
  - a. Added 'LA' Assistive Listening emitter in 111.
4. Sheet AVI2.03 LEVEL 2 FLOOR PLAN - AREA A - AV INFRASTRUCTURE
  - a. Changed size of FPD to 98" diagonal. Changed Camera from ceiling to wall (mount above TV) and changed type to type 3.
5. Sheet AVI2.05 LEVEL 2 FLOOR PLAN - AREA C - AV INFRASTRUCTURE
  - a. Added OFE Mini PC behind display
6. Sheet AVI10.01 LEVEL 1 RCP - AREA A – AV INFRASTRUCTURE
  - a. Relocated ceiling cameras in 112, 113, 114.
  - b. Added ceiling speakers in 113, 114.
  - c. Changed 2 camera types to type 2 in 111.
7. Sheet AVI10.03 LEVEL 2 RCP - AREA A – AV INFRASTRUCTURE
  - a. Deleted ceiling camera
8. Sheet AVS13.01 AV SIGNAL FLOW DIAGRAMS - AV INFRASTRUCTURE
  - a. Modified signal flow drawings

9. Sheet AVS13.02 AV SIGNAL FLOW DIAGRAMS - AV INFRASTRUCTURE
  - a. Modified signal flow drawings
10. Sheet T2.01 LEVEL 1 FLOOR PLAN - AREA A – COMMUNICATIONS
  - a. Changed and/or moved data drops to match AV changes
11. Sheet T2.03 LEVEL 2 FLOOR PLAN - AREA A - COMMUNICATIONS
  - a. Changed and/or moved data drops to match AV changes

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

**Acknowledgement of Addendum:**

**Signature:**   
**Printed Name:** Scott Tomhave | Senior Vice President



# Brazos County Purchasing Department

200 S. TX. AVE., STE 352      BRYAN, TX 77803  
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## Addendum #4 to CIP 25-531 Brazos County Administration Building Renovations

**Issued:**            June 25, 2025  
**Change:**        Modifications to the Drawings  
**Reason:**        Addendum #3 & Question Clarifications

### Modifications to the Drawing

1. Sheet E5.1 - ELECTRICAL RISER DIAGRAM
  - a. Added panel 2B3 to be fed from 2B2.
2. E7.1 - ELECTRICAL PANEL SCHEDULES
  - a. Revised schedules to reflect existing conditions, breakers and loads.
  - b. Panel 2HA to utilize existing 225amp breaker.
  - c. Panel 2HB to utilize new 225amp 3 pole breaker.
3. E7.2 - ELECTRICAL PANEL SCHEDULES
  - a. Revised schedules to reflect existing conditions, breakers and loads.
  - b. Added 30 amp 3 pole breaker for SPD to panel 2A2.
4. E7.3 - ELECTRICAL PANEL SCHEDULES
  - a. Revised schedules to reflect existing conditions, breakers and loads.
5. E7.4 - ELECTRICAL PANEL SCHEDULES
  - a. Revised schedules to reflect existing conditions, breakers and loads.
6. E7.5 - ELECTRICAL PANEL SCHEDULES
  - a. Revised 3HB bus to 400 amps.
  - b. Added 30 amp 3 pole breaker for SPD to panel 3B2.
7. E7.6 - ELECTRICAL PANEL SCHEDULES
  - a. Added 30 amp 3 pole breaker for SPD to panel 2B3.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

### **Acknowledgement of Addendum:**

**Signature:**   
**Printed Name:** Scott Tomhave | Senior Vice President



# Brazos County Purchasing Department

200 S. TX. AVE., STE 352      BRYAN, TX 77803  
PHONE (979) 361-4292      FAX (979) 361-4293

## Addendum #5 to CIP 25-531 Brazos County Administration Building Renovations

**Issued:** July 3, 2025  
**Change:** Pre-Proposal/Online Questions, Pre-Proposal Sign In Sheet, and Pre-Proposal Agenda along with Updated Drawings  
**Reason:** Clarifications

### General Clarification Questions & Answers from Pre-Proposal Meeting

1. Question: Is there Asbestos testing?
  - a. **Answer: Yes, please reference the project manual for the Owner provides asbestos inspection report. Abatement shall be included in the Contractors Base Bid.**
2. Question: Will the project have continuous phases or smaller phases?
  - a. **Answer: General Contractor will be required to propose construction phasing to Brazos County if different than the preliminary phasing plan provided in bid documents.**
3. Question: Will working after hours be expected or available? Contractors will propose to the county, also the city has working rules and hours.
  - a. **Answer: General Contractor will be required to propose working hours to Brazos County and adhere to local AHJ ordinances. County will not require after hours work, it is up to the Contractor to determine the need for overtime or after hours work to be performed during the project.**
4. Question: Will the MDP be taken off line during the transformer enclosure screen replacement?
  - a. **Answer: The new transformer enclosure demolished and be increased in height compared to the existing enclosure, provisions are noted in the plan set for temporary bracing of the electrical panels during the renovation work.**
5. Question: Will the building be occupied during demo and construction?
  - a. **Answer: Yes, Brazos County will continue operations during demo and construction. General Contractor shall coordinate with the Owner as envelope repairs are made. Affected areas will be temporarily vacated during construction.**
6. Question: Is there Substitutions for roof manufacturers?
  - a. **Answer: Duro-Last is the preferred roofing manufacturer for Brazos County, however, any proposed substitutions shall be submitted to the Architect for review according to the specification related to substitutions.**

7. Question: Is night work available?
  - a. **Answer: Yes, the General Contractor may propose work to be conducted after hours if deemed advantageous to the project. Subject to County approved times and durations.**
8. Question: Please clarify Keynote 12 on drawing sheet A0.01.
  - a. **Answer: Please reference the asbestos report included in the Project Manual for work in Area A.**
9. Question: Is the current flat roof on Area A under warranty?
  - a. **Answer: Yes, per Brazos County.**
10. Question: Is there a partition allowance?
  - a. **Answer: Please reference Spec Section 01 21 00 1.6 Allowance Schedule - \$75,000 for temporary barricades and protection of existing finishes.**
11. Question: There will be noise disruption in common areas, will after hours be allowed?
  - a. **Answer: Yes, General Contractor will be required to propose working hours to Brazos County and adhere to local AHJ ordinances.**
12. Question: Will the fire sprinkler heads need to be centered in the new ACT grid?
  - a. **Answer: Yes, General Contractor will be required to center all fire sprinkler heads in the new ACT grids. Non-disturbed heads/ceilings to remain as-is.**
13. Question: Please clarify design intent for existing MDP in transformer enclosure.
  - a. **Answer: Existing MDP to remain in operation during the installation of the new transformer enclosure.**
14. Question: Please clarify the location of an elevator pit for the proposed elevator in the atrium area.
  - a. **Answer: Per the as-built drawings provided by Brazos County, the proposed elevator in Area B has an elevator pit with a topping slab. However, Structural plans provide a detailed drawing for the requirement for an elevator pit should one not be present under the assumed topping slab.**
15. Question: Are the structural drawings being uploaded?
  - a. **Answer: Yes, structural drawings have been uploaded in Addendum #1.**
16. Question: Are the existing roofing core samples included in the specs?
  - a. **Answer: Yes, please reference the assessment report by Zero – Six Consulting.**
17. Question: Clarify design intent of interior door frame thickness. Shows to be 1.5 inch, it is not standard.
  - a. **Answer: Standard hollow metal frames with a 2” face frame dimension are intended.**
18. Question: MEP Sprinklers, halon and not dry pipe. Wet sprinklers need to be removed from electrical rooms, IDF rooms, and add new fire suppression system that does not produce water.
  - a. **Answer: Expanded wet sprinkler system will be expanded to accommodate renovation areas as indicated on the plans. There will be no new Halon sprinkler system type**
19. Question: Clarify room number, Electrical room in north wing inside storage room: It does not have clearance for the 3 new panels in the existing room.
  - a. **Answer: Demo sheet ED1.03 calls for existing unused equipment to be removed. There shouldn't be a clearance issue for the new equipment.**
20. Question: Do we have any as built drawings?
  - a. **Answer: As-built drawings are now Exhibit F, posted with this addendum.**
21. Question: What is the size of the roof penetration for exhaust fan 3?
  - a. **Answer: See Sheet M2.04**

22. Question: Do we need to remove sprinkler heads during construction?
  - a. **Answer: General Contractor will be responsible for proposing fire suppression safety measures to Brazos County during construction.**
23. Question: Please specify the manufacturer of the existing roof on top of the sanctuary.
  - a. **Answer: Per Brazos County, Duro-Last**
24. Question: Please clarify the size of the disconnects for the proposed chillers.
  - a. **Answer: 400A 3 pole nema 3R switch will be clarified in revised Sheet E1.02.**
25. Question: Please establish the limits of HVAC demolition in sanctuary.
  - a. **Answer: Demo all equipment, ductwork, and piping with shaded area per the demo plans MD0.01 and MD0.02**
26. Question: Check electrical sheets: Plans are showing Floor boxes plates. Need to be wall boxes. As conduit E1.01:11 & T.2.01 (contradicting) 5 Box in commissioner court area, 6 are in classrooms.
  - a. **Answer: See revised Sheet E1.01**
27. Question: Path feeder: 3HB electrical sheet 285: what is the path to get into main distribution panel outside? One-line Diagram indicated an underground pathway
  - a. **Answer: See revised Sheet E5.1**

### **Modifications to the Drawings**

1. Sheet E1.01 – Power Level 1 Floor Plan Area A
  - a. Removed floor boxes in Rooms 112, 113, 114
2. Sheet E1.02 – Power Level 1 Floor Plan Area B
  - a. Clarified design intent for chiller disconnects
3. Sheet E5.1 – Electrical Riser Diagram
  - a. Clarified design intent for feeder path

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

### **Acknowledgement of Addendum:**

**Signature:**   
**Printed Name:** Scott Tomhave | Senior Vice President



# Brazos County Purchasing Department

200 S. TX. AVE., STE 352      BRYAN, TX 77803  
PHONE (979) 361-4292      FAX (979) 361-4293

## Addendum #6 to CIP 25-531 Brazos County Administration Building Renovations

**Issued:** July 8, 2025  
**Change:** Date Changes for Question Deadline & Proposals Due  
**Reason:** Clarifications

### Date Changes

Due to an abundance of questions being asked and to give the Architect and their team time to answer them correctly, the following dates have changed:

**Deadline for Questions** \_\_\_\_\_ **Friday, July 11, 2025 at 5:00 PM CST**  
**Addendum Addressing Questions** \_\_\_\_\_ **Friday, June 18, 2025 or sooner**  
**Proposal Submission Deadline** \_\_\_\_\_ **Tuesday, July 29, 2025 at 2:00 PM CST**  
**Review/Contract Evaluations/Negotiations** \_\_\_\_\_ **August**  
**Anticipated Award** \_\_\_\_\_ **September**  
**Anticipated Construction Start** \_\_\_\_\_ **October**

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

### **Acknowledgement of Addendum:**

**Signature:** \_\_\_\_\_  
**Printed Name:** Scott Tomhave | Senior Vice President



# Brazos County Purchasing Department

200 S. TX. AVE., STE 352      BRYAN, TX 77803  
PHONE (979) 361-4292      FAX (979) 361-4293

## Addendum #7 to CIP 25-531 Brazos County Administration Building Renovations

**Issued:** July 16, 2025  
**Change:** Additional Pre-Proposal Walk & Question Period  
**Reason:** Clarifications

### Additional Pre-Proposal & Question Period

Due to an abundance of questions being asked via the online bidding website and calls we received, we decided to open up for one more pre-proposal and small question period. Please see the following dates that have been added (highlighted), but all else has stayed the same.:

**Addendum Addressing Questions Current Questions** Friday, June 18, 2025 or sooner  
**Pre-Proposal #2** Tuesday, July 22, 2025 at 9:00am  
**Question Period Open (Final Round)** Tuesday, July 22, 2025 after Pre-Proposal  
**Question Deadline (Final Round)** Wednesday, July 23, 2025 at Noon  
**Addendum (if needed after Pre-Proposal & Questions)** Thursday, July 24, 2025  
**Proposal Submission Deadline** Tuesday, July 29, 2025 at 2:00 PM CST  
**Review/Contract Evaluations/Negotiations** August  
**Anticipated Award** September  
**Anticipated Construction Start** October

A Pre-Proposal #2 Conference will be held at the Brazos County Administration Building Sanctuary, located at 200 S. Texas Avenue, Bryan, Texas, 77803, at 9:00 a.m. on Tuesday, July 22, 2025.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

### Acknowledgement of Addendum:

**Signature:**   
**Printed Name:** Scott Tomhave | Senior Vice President



# Brazos County Purchasing Department

200 S. TX. AVE., STE 352      BRYAN, TX 77803  
PHONE (979) 361-4292      FAX (979) 361-4293

## Addendum #8 to CIP 25-531 Brazos County Administration Building Renovations

**Issued:** July 21, 2025  
**Change:** Project Manual & Drawing Modifications  
**Reason:** Clarifications

### Modifications to the Project Manual

1. Section 27 41 16 AUDIOVISUAL SYSTEMS
  - a. Section 2, 2.2, A: revised text in room description
  - b. Section 2, 2.3, A:
    - i. 4: revised model of Control System Master
    - ii. 8: revised model of flat panel displays
    - iii. 17: revised model of Uninterruptible Power Supply (UPS)
    - iv. 24: Added Video Distribution Amplifier models
    - v. 26: item (j.): Added lavalier microphone for use with bodypacks

### Modifications to the Drawing

1. Sheet SD1.01 FOUNDATION DEMO PLAN AREAS "A" & "B"
  - a. Changed extents of slab demo north of grid XC to match detail 4/S3.02
2. Sheet S3.02 FOUNDATION DETAILS
  - a. Detail 4 – Added dimension call out for the new slab over the existing grade beam
3. Sheet S5.01 ROOF FRAMING DETAILS
  - a. Detail 5 – Changed callout for hanger diagonal supports from "SEE 6/S0.06" to SEE 6/S0.07"
  - b. Detail 12 – Changed callout for the existing L3X3X1/4" attached to the existing WF beam to "EXISTING L3X3X1/4" CONT TO REMAIN"
4. Sheet A0.04 LEVEL 2 DEMO FLOOR PLAN – AREA A
  - a. Updated wall east of Room 223 to show demo of wall only
  - b. Updated east wall of room 223 to be completely demoed
  - c. Updated west wall of room 220 to show only demo for opening
5. Sheet A0.03 LEVEL 1 DEMO FLOOR PLAN – AREA C
  - a. Updated walls in the rear of exterior walkway in Area C to show as demoed
  - b. Floor plan scope area updated

- c. Keynote 18 added
- 6. Sheet A2.03 LEVEL 2 FLOOR PLAN – AREA A
  - a. Removed attic ladder text
- 7. Sheet A2.05 LEVEL 2 FLOOR PLAN – AREA C
  - a. Detail 3, Updated walls in the rear of exterior walkway in Area C to show as new for new envelope material
- 8. Sheet 4.01 ROOF PLAN – AREA A & B
  - a. Omitted section tag 6/A5.02 from plan
- 9. Sheet A5.03 ENLARGED ELEVATOR PLAN – AREA A
  - a. Details 12, 8, 7 updated to show 4” CMU veneer
- 10. Sheet A5.07 ENLARGED TOILET PLANS – AREA A & B
  - a. Added interior elevation tags
- 11. Sheet A6.01 BUILDING CROSSECTIONS & EXTERIOR ELEVATIONS
  - a. Detail 3, Wall material added to show the new CMU veneer
- 12. Sheet A6.04 WALL SECTIONS
  - a. Detail 3, Ceiling was raised to 9’-8”
- 13. Sheet A6.11 EXTERIOR BUILDING DETAILS
  - a. Detail 3, 6, & 12 updated to show CMU-2
- 14. Sheet A6.12 EXTERIOR BUILDING DETAILS
  - a. Detail 3, Updated to show missing information
  - b. Detail 22 Updated to show CMU-2 & the transfer joint from the 3” king brick to CMU-2
- 15. Sheet 7.01 EXTERIOR ELEVATIONS
  - a. Removed section ag references 4 & 5/A5.02
- 16. Sheet A8.02 INTERIOR ELEVATIONS
  - a. Details 18 through 20 were added
- 17. Sheet A8.04 INTERIOR ELEVATIONS
  - a. Detail 12, Updated detail to show material of countertop as PL-2
  - b. Toilet Accessories, Interior Elevation Keynotes, & Interior elev. General notes Added
  - c. Added detail 12
- 18. Sheet A8.05 INTERIOR ELEVATIONS
  - a. Detail 3 and 4, removed called out
  - b. Detail 9, countertop printer to be OFOI
- 19. Sheet A.8.06 INTERIOR ELEVATIONS Question “In room 233, details show there to be a countertop. Please note what material this counter is to be. Also, please confirm if there is any other lower cabinetry besides B03. (13,14/A8.06)
  - a. Details 12, 13, 14 updated millwork layout for room and added material callouts
  - b. Detail 12, Updated detail to show material of countertop
- 20. Sheet A8.07 INTERIOR ELEVATIONS
  - a. Detail 19 changed finish to paint
  - b. Updated details 2, 4, and 18to show millwork

21. Sheet A8.08 INTERIOR ELEVATIONS

- a. Detail 5, updated to show Frame Type 33
- b. Detail 6, updated to show Frame Type 33
- c. Added G8 Glazing type

22. Sheet A8.11 UPPER MILLWORK DETAILS

- a. Updated the placement of Ballistic panels on details 9, 10, 11

23. Sheet A9.01 DOOR FRAMES, TYPES, AND GENERAL NOTES Questions: “Detail 5 and 6 show a transaction window. Please confirm transaction window type at reception desk. Window seems to be different from a sliding transaction window. If different, please provide specification.”, “Door #120 – Door Schedule shows the frame as a type 1 (Hollow metal), frame material shows Alum/Anod. – Door Type shows AA which is Interior Flush SC Plam, Also no wall size is shown on drawings. What material is to be used for the frame & doors?”, “Door #124 – Door Schedule shows the frame as a type 1 (Hollow metal), frame material shows Alum/Anod. – Door Type shows AA which is Interior Flush SC Plam, Also no wall size is shown on drawings. What material is to be used for the frame & doors?”, “Door #140A – Door Schedule shows the frame as a type 1 (Hollow metal), frame material shows Alum/Anod. – Door Type shows CC which is Exterior Alum w/ glass, Also no wall size is shown on drawings. What material is to be used for the frame & doors?”, and “A9.01 Glazing film types lists types GF-1 thru 4. GF-1 is only type located in plans. Please confirm.”

- a. Added Frame Type 33
- b. Frame type 03 Updated
- c. Frame type 34 was added
- d. Frame type 35 was added
- e. Frame type 02 updated frame sizes to 1 ¾”
- f. Glass type changed to “G2”
- g. Frame type 11 Updated frame sizes to 1 ¾”
- h. Frame type 10 Updated frame sizes to 1 ¾”
- i. Frame type 09 Updated frame sizes to 1 ¾”
- j. Omitted glazing GF-2, GF-3, and GF-4

24. Sheet A9.02 INTERIOR ELVATIONS

- a. Frame type 14 updated to 28’-0” Height

25. Sheet A9.03 DOOR SCHEDULES Questions: “Please advise on the following: Door #112A & 112B – Door Schedule shows to provide Krieger STC 51 Plam door – Krieger does not make Plam STC doors anymore – Specs show the Kreiger products for the wood veneer faced doors – What Specie of wood veneer do we bid? Door #267A, 267B, 269, 270B, - Door schedule does not list what STC rating required for those doors. Door # 113, 114, 118A, 213, - All hardware sets on schedule are for STC rated doors, need to know what STC rating required for these doors Door #2019, 2021, 2031, 2032, 2041 – Door Schedule shows Type “E” (glass door) with hardware sets for STC rated Doors? – Please Advise”, “Door #120 – Door Schedule shows the frame as a type 1 (Hollow metal), frame material shows Alum/Anod. – Door Type shows AA which is Interior Flush SC Plam, Also no wall size is shown on drawings. What material

is to be used for the frame & doors?”, “Door #124 – Door Schedule shows the frame as a type 1 (Hollow metal), frame material shows Alum/Anod. – Door Type shows AA which is Interior Flush SC Plam, Also no wall size is shown on drawings. What material is to be used for the frame & doors?”, and “Door #140A – Door Schedule shows the frame as a type 1 (Hollow metal), frame material shows Alum/Anod. – Door Type shows CC which is Exterior Alum w/ glass, Also no wall size is shown on drawings. What material is to be used for the frame & doors?”

- a. Door #112 & 112B “Remarks updated to include “STC 51 rating”
  - b. Door #113, 114, 118A, 213 remarks updated to include “STC 51 Rating”
  - c. Door #209, 2021, 2031, 2032, 2041 remarks updated to include “STC 35 Rating”
  - d. Door # 2031 material updated to AL/GL
  - e. Door Frame was changed to 34
  - f. Door type changed to CC
  - g. Updated Remarks to read “Card Reader”
  - h. Updated Frame was changed to 35
  - i. Door type was updated to “EE”
  - j. Frame was changed to 34
  - k. Frame material was changed to “AL/ANOD.”
  - l. Frame was changed to “1 ¾”
26. Sheet A10.01 LEVEL 1 REFLECTED CEILING PLANS – AREAS A & B
- a. Detail 2, Soffit Hatch got updated to show reference Metal Soffit
  - b. Legend Updated to call out soffit material
27. Sheet A10.02 LEVEL 2 REFLECTED CEILING PLANS – AREAS A & B
- a. Ceiling for Elevator Lobby 2005 raised to 9’-8”
28. Sheet A11.00 MATERIAL FINISH SCHEDULE & INTERIOR DETAILS
- a. Updated SS-2 to be equal as SS-1
29. Sheet A11.01 LEVEL 1 FLOOR FINISH PLAN – AREA A & B
- a. Updated plan schedule
30. Sheet A11.05 LEVEL 2 FLOOR FINISH PLAN – AREA C
- a. Updated plan schedule
31. Sheet 11.06 LEVEL 2 WALL FINISH PLAN – AREA C
- a. Updated room finish schedule
32. Sheet SC0.01 LEGEND AND NOTES \_ SECURITY
- a. Revised CAM and 180 to remove reference to OFCI
33. Sheet E1.04 – POWER – LEVEL 2 FLOOR PLAN – AREA C
- a. Revised layout of electrical equipment in existing electoral room 253
  - b. Showing existing panel “PANEL 1” to be reconnected
  - c. Added existing panels PANEL 1, PANEL 2, and EM to be replaced one for one
34. Sheet E5.01 – ELECTRICAL RISER DIAGRAM
- a. Added connections for existing 400 amp panel, Panel A, Panel KA, xfmr 3XP and xfmr EM

35. Sheet E7.5 0 - ELECTRICAL PANEL SCHEDULES

- a. Revised panel schedule 3HB to include existing circuits to be recircuits refer to revised sheet for changes

36. Sheet E7.6 – ELECTRICAL PANEL SCHEDULES

- a. Added panel schedules for existing panel replacements EM, Panel 2 and Panel 1

37. Sheet ED1.03 – ELECTRICAL LEVEL 2 DEMO FLOOR PLAN – AREA C

- a. Added existing riser diagram for existing electrical room 253
- b. Revised demo scope for panels in existing elec 253

38. Sheet P3-03 – PLUMBING DETAILS AND SCHEDULES

- a. Added WH to schedule

**Acknowledgement of Addendum:**

**Signature:**  \_\_\_\_\_

**Printed Name:** Scott Tomhave | Senior Vice President



# Brazos County Purchasing Department

200 S. TX. AVE., STE 352      BRYAN, TX 77803  
PHONE (979) 361-4292      FAX (979) 361-4293

## **Addendum #9 to CIP 25-531 Brazos County Administration Building Renovations**

**Issued:** July 24, 2025  
**Change:** Pre-Proposal #2 Sign In Sheet, Questions/Answers, Project Manual, & Drawing Modifications  
**Reason:** Clarifications

### **Pre-Proposal #2 Sign In Sheet Attached**

### **Questions Asked on Ionwave**

Please note that all questions asked and answered on the online bidding website (Ionwave) will supersede any specifications in the project manual. A downloaded list has been added as reference to the attachments for reference.

### **Modifications to the Project Manual**

1. Section 00 50 00 Contracting Forms and Supplements
  - a. Deleted section 1.4A; AIA A102 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; 2017.
2. Section 01 21 00 Allowances
  - a. Modified section 1.3A; Cash Allowances to include shipping and handling, labor and installation in cost included in cash allowances
  - b. Modified section 1.3B; Cash Allowances to say General Contractors overhead and profit in cost not included in cash allowances
3. Section 01 71 23 Field Engineering
  - a. Modified text Section 3.4A; Reports
  - b. Deleted Section 3.5; Records
4. Section 04 01 00 Maintenance of Masonry
  - a. Deleted entire section from the project manual
5. Section 05 51 00 Metal Stairs
  - a. Deleted section 2.2 A 5; Photoluminescent Stair Accessories

6. Section 05 52 13 Pipe and Tube Railings
  - a. Deleted section 2.2 H; Photoluminescent Handrail strips
7. Section 06 20 00 Finish Carpentry
  - a. Deleted section 2.2; Sustainability Characteristics
8. Section 07 21 00 Thermal Insulation
  - a. Deleted Section 2.1 B; Applications
  - b. Deleted Section 2.3; Mineral Fiber Blanket Insulation Materials
9. Section 07 21 19 Foamed-In-Place-Insulation
  - a. Deleted entire section from the project manual
10. Section 08 42 29 Automatic Entrances
  - a. Deleted lines 4 and 5 (Ballistic resistant & Blast resistance) in section 2.2; power operated doors
11. Section 08 87 23 Safety and Security Films
  - a. Deleted section 2.2 Safety and Security Glazing Film
12. Section 09 77 00 Special Wall Surfaces
  - a. Added Specification to Project Manual
13. Section 10 14 19 Dimensional Letter Signage
  - a. Updated Section 2.2B 1 Material to Aluminum sheeting with channel for LED Luminarie
14. Section 10 21 13.13 metal Toilet Compartments
  - a. Modified section 2.3A to say “Stainless steel, floor-to-ceiling, anchored.”
  - b. Modified section 2.3B to say “Doors, Panels, and Pilasters: Stainless steel faces”
15. Section 10 22 39 Folding Panel Partitions
  - a. Modified section 2.2A text to say “Folding Panel Partitions: Side opening; continuously hinged; side stacking; motor operated.”
  - b. Updated section 1.8; Warranty - 1.8 B Updated description to “one year period after date of substantial completion”
  - c. 1.8 C Updated description of warranty to “eight year manufacturer warranty” Updated section 2.2 E 2 description of carriers to say “Up to 3” diameter glass-reinforced Nylon on trolley carrier at top of every second panel, all steel precision-ground ball bearing wheels, with threaded pendant bolt for vertical adjustment.”
16. Section 14 21 50 Gearless Machine Room Less Traction Elevators (done)
  - a. Deleted Alternate: Stainless steel from section 2.5J 1

**Modifications to the Drawing**

1. Sheet A0.04 Level 2 Demo Floor Plan – Area A
  - a. Keynote 29 updated
2. Sheet A2.01 Level 1 Floor Plan – Area A
  - a. Keynote 22 created and added to plan
  - b. Updated Keynote 13

3. Sheet A4.10 Roof Details
  - a. Detail 9 removed vapor barrier annotation
4. Sheet A5.03 Enlarged Elevator Plan – Area A
  - a. Detail 11 updated to show bond beam w/ (2) #4 cont.
5. Sheet A5.04 Enlarged Elevator Plans & Details – Area B
  - a. Detail 6 updated to show bond beam w/ (2) #4 cont.
6. Sheet 5.05 Enlarged Plans – Area A
  - a. Omission of markerboard text in commissioners court room
7. Sheet A5.07 Enlarged Toilet Plans – Area A & B
  - a. Enlarged keynote legend and keynoted 18 added
8. Sheet A6.10 Exterior Building Details
  - a. Details 7,8,14, removed plaster detail and added a text note
9. Sheet A6.12 Building Details
  - a. Detail 3 & 4 removed plaster and added a text note
10. Sheet A7.01 Exterior Elevations
  - a. Detail 5 - Added location for proposed mock-up wall
11. Sheet A8.05 Interior Elevations
  - a. Addition of keynote 4 to interior elevation keynotes
  - b. Detail 3&4 - Updated acoustical panels and added keynote 4
  - c. Detail 9, countertop printer to be OFOI
12. Sheet A8.06 Interior Elevations
  - a. Detail 5 & 8 updated to show countertops as SS-1
13. Sheet A9. 01 Door Frames, Types, and General Notes
  - a. Omitted glazing GF-2, GF-3, and GF-4.
  - b. Updated Door type E & EE
  - c. Door 2031, updated hardware to S103A
14. Sheet A9.03 Door Schedules
  - a. Updated Door schedules
15. Sheet A11.00 Material Finish Schedule & Interior Details
  - a. FRP-1 Size was updated to 0.040” thickness.
  - b. Updated finish schedule
16. Sheet A13.02 Interior Signage
  - a. Signage type D Removed, will not be used
17. Sheet A13.03 Interior Signage Schedule
  - a. Updated Signage Schedule
18. Sheet A13.04 Signage Coordination
  - a. Room tags added, Keynotes added, and Keynotes replaced from S to T
19. Sheet A13.05 Signage Coordination
  - a. Room tags added, Keynotes added, and Keynotes replaced from S to T
20. Sheet A13.06 Signage Coordination
  - a. Room tags added, Keynotes added, and Keynotes replaced from S to T

- 21. Sheet E1.04 Power – Level 2 Floor Plan – Area C
  - a. Removed panel 2 and replaced panel 1 to be panel 2 in plan
- 22. Sheet E7.6 Electrical Panel Schedules
  - a. Removed panel 2 schedule
  - b. Replaced panel 1 schedule to be panel 2 schedule
- 23. Sheet ED1.03 Electrical Level 2 Demo Floor Plan – Area C
  - a. Updates to detail 2 voltage and verbiage
- 24. Sheet P2.01 Plumbing – Level 1 Floor Plan – Area A
  - a. Modified storm drain layout in floor plan

**Acknowledgement of Addendum:**

**Signature:**  \_\_\_\_\_

**Printed Name:** Scott Tomhave | Senior Vice President



# Brazos County Purchasing Department

200 S. TX. AVE., STE 352      BRYAN, TX 77803  
PHONE (979) 361-4292      FAX (979) 361-4293

## **Addendum #10 to CIP 25-531 Brazos County Administration Building Renovations**

**Issued:**      July 25, 2025  
**Change:**     Extending Proposal Deadline  
**Reason:**     Clarifications

### **Proposal Due Deadline Change**

To provide adequate time for subcontractors and general contractors to review the recent addendum, the deadline for proposal submission is now **Tuesday, August 5, 2025 prior to 2:00 P.M. CST** at the Brazos County Administration Building, 200 S. Texas Avenue, Bryan, Texas 77803.

### **Acknowledgement of Addendum:**

**Signature:** \_\_\_\_\_  
**Printed Name:** Scott Tomhave | Senior Vice President

**V. CERTIFICATION OF PROPOSAL**

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Contractor, and that the contents of this proposal have not been communicated to any other Contractor prior to the official opening.

Signed By:  Title: Senior Vice President

Typed Name: Scott Tomhave

Company Name: Flintco, LLC

Mailing Address: 317 Grace Lane, Suite 150 Austin TX 78702  
P.O. Box or Street City State Zip

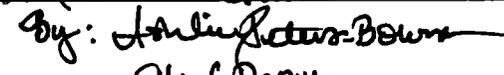
Employer Identification Number: 27-3321079

CORPORATE SEAL IF SUBMITTED BY A CORPORATION  
END OF RFP NO. CIP 25-531

**By signing below, Brazos County agrees that this RFP CIP 25-531 will be awarded to the respondent whose name appears above and both parties agree to the terms and conditions contained herein.**

By: Brazos County Commissioner's Court 

Date: SEPTEMBER 30, 2025

Attest: Brazos County Clerk   
By:   
Chief Deputy

# BID BOND

# TRAVELERS CASUALTY AND SURETY COMPANY

Hartford, Connecticut 06183

**CONTRACTOR:**

*(Name, legal status and address)*

Flintco, LLC  
317 Grace Lane, Ste - 150  
Austin, TX 78746

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company  
One Tower Square  
Hartford, CT 06183

**OWNER:**

*(Name, legal status and address)*

Brazos County  
200 S. Texas Ave. Suite 352  
Bryan, TX 77803

**BOND AMOUNT:** \$5% (five percent) of bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Brazos County Administration Building Renovation, 200 South Texas Avenue, Bryan, TX 77803

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of August, 2025



(Witness)

Laven Smith



(Witness)

Richard W DuPont

Flintco, LLC

(Principal) Melinda Young (Seal)

Melinda Young, VP of Risk Mgmt

(Title)

Travelers Casualty and Surety Company

(Surety) Cheryl L McAleenan (Seal)

Cheryl L. McAleenan - Attorney-in-Fact

(Title)



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Cheryl L McAleenan** of **Maryland Heights**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

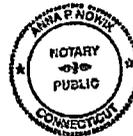
City of Hartford ss.

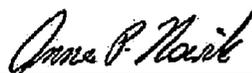
By:   
 Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

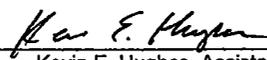
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **August**, **2025**



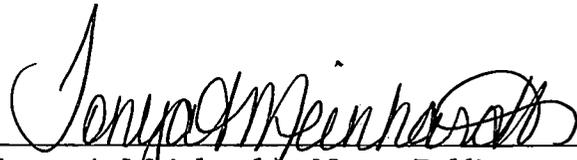
  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

STATE OF Missouri  
COUNTY OF St. Louis

On this 5<sup>th</sup> day of August, 2025, before me personally appeared  
Cheryl L. McAleenan, with whom I am personally acquainted, who,  
being by me duly sworn, said: That she is Attorney-in-Fact of Travelers Casualty and Surety  
Company, the corporation described in and which executed the foregoing instrument; that she  
knows the corporate seal of said Company; that said seal affixed to said instrument is such  
corporate seal; that it was so affixed by authority of the Board of Directors thereof and of her  
office under the Standing Resolutions of said Company; and that she signed his/her name  
thereto as Attorney- in-Fact by like authority.

TONYA A. MEINHARDT  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Commissioned for St. Louis County  
My Commission Expires: 08/15/2028  
ID. #12618776

  
\_\_\_\_\_  
(Tonya A. Meinhardt) - Notary Public  
Commission Number: 12618776  
My Commission Expires: August 15<sup>th</sup>, 2028.

**NOTARY STAMP**

- d. All information that has been requested throughout this RFP to help evaluators give you the best possible score, including the contractor's qualification statement (AIA Document A-305 or equal).

**R. PRICING**

The undersigned, as Proposer, declares that: they have carefully examined the instruction to proposers, the form of contract, and the plans and specifications; they have visited the site and examined all conditions affecting the work; they agree to furnish all labor, materials, equipment, and incidentals required by the plans and specifications, for the divisions of the work indicated in this project.

1. Owner's Contingency  
Contingency is established at \$1,000,000.00 and shall be processed pursuant to the specifications in the contract.
2. Allowances  
Allowances are established in the project manual at \$278,500.00 and shall be processed pursuant to the specifications in the contract.
3. Total Base Bid  
The total amount for the completion of all work indicated on the drawings and specifications and including the owner's contingency and allowances.

Owners Contingency:	<del>\$1,000,000.00</del> <u>\$735,000</u>	per Addendum #9 x <del>1.0</del>
Allowances:	<del>\$278,500.00</del> <u>\$278,500.00</u>	x <del>1.0</del>
Total Base Bid:	<u>\$14,600,000.00</u>	

Total Base Bid Pricing in Word Format: FOURTEEN MILLION SIX HUNDRED THOUSAND AND NO/100

4. Alternate Pricing  
The amount that should be deducted from the base bid amount to provide and install the specified alternate.

Total Deductive Amount: \$12,700.00

Total Deductive Amount in Word Format: TWELVE THOUSAND SEVEN HUNDRED AND NO/100

PER ADDENDUM #9: 457 CALENDAR DAYS

5. Unit Prices

1. Relocate Single Data Port up to 20 L.F. from existing location	\$ 22.00	/LF
2. Relocate Quad Data Port up to 20 L.F. from existing location	\$ 23.25	/LF
3. Relocate Single Duplex Outlet up to 20 L.F. from existing location	\$ 22.25	/LF
4. Relocate Double Duplex Outlet up to 20 L.F. from existing location	\$ 26.75	/LF
5. Removal and replacement of 5/8" Interior Sheetrock (including demolition, disposal, installation, tape, float, texture, repaint) (In square feet)	\$ 17.00	/SF
6. Removal and replacement of 1/2" Exterior Gypsum Sheathing (including demolition, disposal, installation)(In square feet)	\$ 15.00	/SF

- d. All information that has been requested throughout this RFP to help evaluators give you the best possible score, including the contractor's qualification statement (AIA Document A-305 or equal).

**R. PRICING**

The undersigned, as Proposer, declares that: they have carefully examined the instruction to proposers, the form of contract, and the plans and specifications; they have visited the site and examined all conditions affecting the work; they agree to furnish all labor, materials, equipment, and incidentals required by the plans and specifications, for the divisions of the work indicated in this project.

- 1. Owner's Contingency  
Contingency is established at \$1,000,000.00 and shall be processed pursuant to the specifications in the contract.
- 2. Allowances  
Allowances are established in the project manual at \$278,500.00 and shall be processed pursuant to the specifications in the contract.
- 3. Total Base Bid  
The total amount for the completion of all work indicated on the drawings and specifications and including the owner's contingency and allowances.

Owners Contingency:	<u>\$1,000,000.00</u>
Allowances:	<u>\$278,500.00</u>
Total Base Bid:	<u>\$</u>
Total Base Bid Pricing in Word Format:	_____

- 4. Alternate Pricing  
The amount that should be deducted from the base bid amount to provide and install the specified alternate.

Total Deductive Amount:	<u>\$</u>
Total Deductive Amount in Word Format:	_____

**APPENDIX #9: 457 CALENDAR DAYS**

5. Unit Prices

1. Relocate Single Data Port up to 20 L.F. from existing location	\$	/LF
2. Relocate Quad Data Port up to 20 L.F. from existing location	\$	/LF
3. Relocate Single Duplex Outlet up to 20 L.F. from existing location	\$	/LF
4. Relocate Double Duplex Outlet up to 20 L.F. from existing location	\$	/LF
5. Removal and replacement of 5/8" Interior Sheetrock (including demolition, disposal, installation, tape, float, texture, repaint) (In square feet)	\$	/SF
6. Removal and replacement of 1/2" Exterior Gypsum Sheathing (including demolition, disposal, installation)(In square feet)	\$	/SF

**S. REFERENCES**

Respondents shall provide a list of at least five (5) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the **names, phone number and email** of the company/entity for which the prior work was performed to contact these references. References received on previous solicitations for similar size and scope in the previous six (6) months may be considered in lieu of obtaining a new reference check. A negative reference may be grounds for disqualification of bid. Respondents are not allowed to use Brazos County as a reference.

Company/Entity: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

--

Company/Entity: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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- d. All information that has been requested throughout this RFP to help evaluators give you the best possible score, including the contractor's qualification statement (AIA Document A-305 or equal).

**R. PRICING**

The undersigned, as Proposer, declares that: they have carefully examined the instruction to proposers, the form of contract, and the plans and specifications; they have visited the site and examined all conditions affecting the work; they agree to furnish all labor, materials, equipment, and incidentals required by the plans and specifications, for the divisions of the work indicated in this project.

1. Owner's Contingency  
Contingency is established at \$1,000,000.00 and shall be processed pursuant to the specifications in the contract.
2. Allowances  
Allowances are established in the project manual at \$278,500.00 and shall be processed pursuant to the specifications in the contract.
3. Total Base Bid  
The total amount for the completion of all work indicated on the drawings and specifications and including the owner's contingency and allowances.

Owners Contingency: \$1,000,000.00

Allowances: \$278,500.00

Total Base Bid: \$ \_\_\_\_\_

Total Base Bid Pricing in Word Format: \_\_\_\_\_

4. Alternate Pricing  
The amount that should be deducted from the base bid amount to provide and install the specified alternate.

Total Deductive Amount: \$ \_\_\_\_\_

Total Deductive Amount in Word Format: \_\_\_\_\_

**ADDENDUM #9: 457 CALENDAR DAYS**

5. Unit Prices

1. Relocate Single Data Port up to 20 L.F. from existing location	\$	/LF
2. Relocate Quad Data Port up to 20 L.F. from existing location	\$	/LF
3. Relocate Single Duplex Outlet up to 20 L.F. from existing location	\$	/LF
4. Relocate Double Duplex Outlet up to 20 L.F. from existing location	\$	/LF
5. Removal and replacement of 5/8" Interior Sheetrock (including demolition, disposal, installation, tape, float, texture, repaint) (In square feet)	\$	/SF
6. Removal and replacement of 1/2" Exterior Gypsum Sheathing (including demolition, disposal, installation)(In square feet)	\$	/SF

**S. REFERENCES**

Respondents shall provide a list of at least five (5) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the **names, phone number and email** of the company/entity for which the prior work was performed to contact these references. References received on previous solicitations for similar size and scope in the previous six (6) months may be considered in lieu of obtaining a new reference check. A negative reference may be grounds for disqualification of bid. Respondents are not allowed to use Brazos County as a reference.

Company/Entity: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

--

Company/Entity: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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- d. All information that has been requested throughout this RFP to help evaluators give you the best possible score, including the contractor's qualification statement (AIA Document A-305 or equal).

**R. PRICING**

The undersigned, as Proposer, declares that: they have carefully examined the instruction to proposers, the form of contract, and the plans and specifications; they have visited the site and examined all conditions affecting the work; they agree to furnish all labor, materials, equipment, and incidentals required by the plans and specifications, for the divisions of the work indicated in this project.

1. Owner's Contingency

Contingency is established at \$1,000,000.00 and shall be processed pursuant to the specifications in the contract.

2. Allowances

Allowances are established in the project manual at \$278,500.00 and shall be processed pursuant to the specifications in the contract.

3. Total Base Bid

The total amount for the completion of all work indicated on the drawings and specifications and including the owner's contingency and allowances.

Owners Contingency: \$1,000,000.00

Allowances: \$278,500.00

Total Base Bid: \$

Total Base Bid Pricing in Word Format: \_\_\_\_\_

4. Alternate Pricing

The amount that should be deducted from the base bid amount to provide and install the specified alternate.

Total Deductive Amount: \$

Total Deductive Amount in Word Format: \_\_\_\_\_

ADDENDUM # 9 : 457 CALENDAR DAYS

5. Unit Prices

1. Relocate Single Data Port up to 20 L.F. from existing location	\$	/LF
2. Relocate Quad Data Port up to 20 L.F. from existing location	\$	/LF
3. Relocate Single Duplex Outlet up to 20 L.F. from existing location	\$	/LF
4. Relocate Double Duplex Outlet up to 20 L.F. from existing location	\$	/LF
5. Removal and replacement of 5/8" Interior Sheetrock (including demolition, disposal, installation, tape, float, texture, repaint) (In square feet)	\$	/SF
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Respondents shall provide a list of at least five (5) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the **names, phone number and email** of the company/entity for which the prior work was performed to contact these references. References received on previous solicitations for similar size and scope in the previous six (6) months may be considered in lieu of obtaining a new reference check. A negative reference may be grounds for disqualification of bid. Respondents are not allowed to use Brazos County as a reference.

Company/Entity: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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Company/Entity: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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# AIA<sup>®</sup> Document A305<sup>®</sup> – 2020

## Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

**SUBMITTED BY:**  
(*Organization name and address.*)  
Flintco, LLC

**SUBMITTED TO:**  
(*Organization name and address.*)  
Brazos County

**TYPE OF WORK TYPICALLY PERFORMED**  
(*Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.*)  
General Contracting

**ADDITIONS AND DELETIONS:**  
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

**THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:**  
(*Check all that apply.*)

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project-Specific Information
- Exhibit D – Past Project Experience
- Exhibit E – Past Project Experience (Continued)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**CONTRACTOR CERTIFICATION**  
The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

# AIA<sup>®</sup> Document A305<sup>®</sup> – 2020 Exhibit A

## General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Flintco, LLC and dated 5 day of August in the year 2025.  
*(In words, indicate day, month and year.)*

### § A.1 ORGANIZATION

#### § A.1.1 Name and Location

##### § A.1.1.1 Identify the full legal name of your organization.

Flintco, LLC

##### § A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

Flintco, LLC/All 50 States, Canada and Mexico

##### § A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

Tulsa Rig, Reel & Manufacturing Company, Flintco, Inc., The Flintco Companies, Inc. and Oakridge Builders, Inc.

##### § A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

323 Reconciliation Way, Tulsa, OK 74120  
Oklahoma City, OK; Denver, CO; Houston, TX; Austin, TX; Memphis, TN; San Antonio, TX; and Springdale, AR

#### § A.1.2 Legal Status

##### § A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Limited Liability Company

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.  
  
N/A
- .2 If your organization is a partnership, identify its partners and its date of organization.  
  
N/A
- .3 If your organization is individually owned, identify its owner and date of organization.

#### ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

N/A

- 4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

Flintco was incorporated in Oklahoma on March 6, 1908. Flintco converted from a Corporation to an Oklahoma Limited Liability Company on October 31, 2010. Flintco is a wholly owned subsidiary of AIH Flintco, LLC.

Flintco, LLC Officers:

Steve Eikanger – President and CEO

Trent Gudgel – General Counsel

Kevin Moyes – President, South Central Region

Scott Tomhave – Senior Vice President

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

N/A

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

117 Years

§ A.1.3.2 How many full-time employees work for your organization?

746

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

236220

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

N/A

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

\$7.6 billion

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

\$3 billion

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

\$1.4 billion

### § A.3 CAPABILITIES

#### § A.3.1 List the categories of work that your organization typically self-performs.

Miscellaneous excavation, concrete work, reinforcement, miscellaneous and structural steel, rough carpentry, site access, maintenance finish carpentry and masonry work.

#### § A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

Through a spirit of collaboration, a commitment to excellence and a culture centered on integrity and accountability, we provide innovative construction solutions with an unrelenting focus on quality, safety, cost, and schedule. Flintco was founded in 1908 and maintains eight full service offices. The company is registered or licensed in 35 states, and offers a full range of construction services, including: preconstruction services, construction management, design-build, general contracting, and project and program management. Our self-perform capabilities include concrete, steel erection, excavation, underground infrastructure, and piping. Flintco is debt-free, maintaining a healthy balance sheet with exceptional bonding capacity. Our behavioral based approach to safety, called Flintco 4 LIFE (Live Incident free Everyday) has delivered extraordinary results benefiting our clients and industry trade partners. Flintco has successfully reintroduced the practice of Lean to the construction industry with the adoption of Lean2.0, a uniquely Flintco approach to driving efficiency and value for our clients, designers, and trade partners.

#### Safety – The Ultimate Bottom Line

Owners benefit from our safety results – trade partners want to work with Flintco because of our exemplary safety record, which means comprehensive coverage on bid day, more competitive pricing and additional certainty around manpower. Living Incident Free Everyday (LIFE) means we explore how people think, feel, and relate to safety, and look at the role of the organization in providing a safe work environment. The 4 R's are prominent in our approach: Reach out, do it Right, Raise your voice, and Recognize Hazards.

#### Delivering Better Construction

90% of more than 160 Lean2.0 projects we've completed to date finished on time or ahead of schedule. The industry average is less than 50%. In 2018, after nearly two years of study, refinement, and a methodical re-introduction of the practice, Lean2.0 was born – a new term coined and branded by Flintco to describe our unique 5+1 approach to Lean. By working the margins, we are gaining incremental efficiencies at every step of the design and construction process. We now have unequivocal data that validates our simple premise: When done right, Lean works to bring more certainty around every critical aspect of your project.

#### Self-Perform Adds Value & Certainty

When Flintco self-performs work we have our own deeply engaged in the safety, schedule, and quality control of your project every day, which adds value and certainty. Flintco remains transparent throughout the bidding process, including when we self-perform. Our bids are evaluated and scored like any other, based on complete scope, experience, ability to perform, price, and safety record. We submit a sealed bid along with other qualified bids for review 24-hours before bid date for comparison by the owner.

#### Off-Site Construction

Off-Site construction is safer, reduces energy consumption and encourages the optimum use of materials. The practice has many other benefits, including improved quality, reduced construction waste, shorted schedule durations, and is often delivered at a competitive price. We actively work with our trade partners to find off-site construction opportunities, which include exterior wall panels, overhead piping racks, pump skids, restroom pods, and exterior skin components that are prefabricated and pre-assembled into modules off site and ready for installation. Flintco collaborates with specialized trade partners early in a design-assist capacity and uses BIM to build virtual prefabrication models. It's another way Flintco is delivering Better Construction for our clients.

#### Virtual Certainty

Flintco has created an ecosystem of innovation to capture and implement technology that enhances collaboration, improve accuracy and helps us deliver superior results throughout design and construction. We have 12 VDC

service options we use regularly to add value to our projects. These services help add accuracy to estimates, quality to the build and layout and help drive a tighter project schedule.

#### **Our Ethos is a Source of Strength**

We wrote our Ethos alongside the SEALS of Acumen Performance Group. It helps us recalibrate our mission as a company with clear intent and a mindset of service to our clients: mediocrity is unacceptable...safety and quality are paramount. I am results driven and believe if we are not winning, we are losing...I am accountable. Bringing these attributes and applying them every day during construction of your project is our commitment to you!

#### **Our People Make the Difference**

We believe when philosophical and cultural values align between an owner, architect, and builder – everything is possible. We look for cultural alignment in those we invite to join Flintco; we conduct rigorous pre-employment screening and testing to guide our team member selection. We measure skills for each position, look for known personality markers, and complete third-party interviews with industrial passion that drives someone to beat expectations. Our teams are smart, humble, and disciplined. They strive to exceed the expectations of our clients, the Flintco organization and their own goals for professional achievement.

**§ A.3.3** Does your organization provide design collaboration or pre-construction services? If so, describe those services.

This project is being procured utilizing a Competitive Sealed Proposal method. We realize that our pricing is based off of what is shown for the scope today. Flintco has actively looked into the drawings during the bidding period for any items needing clarification. During construction, Flintco will actively look for items to optimize costs and construction for the Owner, with the savings pass on to the Owner.

**§ A.3.4** Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

Yes, at Flintco we've embraced technology to unleash more productivity during preconstruction, created more certainty around schedule and manpower while making your project more accessible and intuitive. Our preconstruction teams acquire quantity takeoffs instantaneously using Assemble software to interact with the virtual model. Setting digital constraints in the model early in design, for example, helps ensure access to critical mechanical systems and "future proofs" your building when it's time to update systems. By removing obstacles (a Lean practice) we capture more time to focus on what truly helps bring your project closer to reality by accounting for scope and budget not shown in the current state of design. Flintco superintendents also employ other Lean practices to visualize the schedule in 3-D using a color-coded model organized into trade practices.

**§ A.3.5** Does your organization use a project management information system? If so, identify that system.

Flintco utilizes Procore as its primary project management software to manage project documentation, control project costs, document field conditions, prepare and distribute reports, and collaborate with external stakeholders. Procore offers a broad suite of project management functions, available in real-time to owners, designers, consultants, and subcontractors. All information in Procore is delivered via a robust and secure cloud platform and accessed via a web browser or Procore's mobile app.

#### **§ A.4 REFERENCES**

**§ A.4.1** Identify three client references:

*(Insert name, organization, and contact information)*

Michael Mann  
Austin ISD  
512.4148943  
michael.mann@austinisd.org

Brian Dujon  
University of Texas  
512.232.2734  
Brian.Dujon@austin.utexas.edu

Ricardo Guerra  
512.463.1763  
Texas Facilities Complex  
Ricardo.Guerra@tfc.texas.gov  
§ A.4.2 Identify three architect references:  
*(Insert name, organization, and contact information)*

Michelle Rossomando  
McKinney York  
512.350.1095  
mross@mckinneyork.com

Michael LaNasa  
Kirksey  
512.640.1078  
michaell@kirksey.com

Tom Green  
TOM GREEN & COMPANY ENGINEERS, INC.  
512.345.7793  
tomg@tgce.com

§ A.4.3 Identify one bank reference:  
*(Insert name, organization, and contact information)*

Erin Walsh | Client Service Sr. Associate | Middle Market Banking | Commercial Banking | Chase | 10 S  
Dearborn, Floor 37, Chicago, IL 60603 | T: 312.732.1335 | F: 844.229.6800 | erin.j.walsh@chase.com

§ A.4.4 Identify three subcontractor or other trade references:  
*(Insert name, organization, and contact information)*

Justin Tumlinson  
Tumlinson Electric, LLC  
512.748.0537  
justin@tumlinsonelectric.com

Kyle Smith  
Capital Industries LLC  
512.953.8273  
kyle@capitaltxi.com

Robbie Ketch  
Lasco Acoustics and Drywall, Inc.  
512.341.2365  
robbie@lascoadi.com



# AIA® Document A305® – 2020 Exhibit B

## Financial and Performance Information

This Exhibit is part of the Contractor’s Qualification Statement, submitted by Flintco, LLC and dated the 5th day of August in the year 2025.

*(In words, indicate day, month and year.)*

### § B.1 FINANCIAL

#### § B.1.1 Federal tax identification number:

27-3321079

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization’s latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

Please see a hard copy of our financials in the hard copy labeled “Original.” Please note, it is understood that the financial information will be treated confidentially and used solely for the purpose of determining Flintco’s qualifications to perform the project that this was requested for.

John De Goey  
RSM US LLP  
612.376.9200  
John.degoey@rsmus.co

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

No

§ B.1.4 Identify your organization’s preferred credit rating agency and identification information.

*(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization’s identification number or other method of searching your organization’s credit rating with such agency.)*

Dun and Bradstreet/00-790-8064

### § B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000? *(If the answer is yes, provide an explanation.)*

No

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management: *(If the answer to any of the questions below is yes, provide an explanation.)*

### ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

.1 failed to complete work awarded to it?

No

.2 been terminated for any reason except for an owners' convenience?

No

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

In the last five years, Flintco has had no judgements against it. Flintco has settled some disputes with subcontractors. The amount of such settlements are confidential.

.4 filed any lawsuits or requested arbitration regarding a construction project?

In the last five years, Flintco has filed three lawsuits arising from construction projects. All but one of these cases have been resolved. None of these cases materially affect Flintco or its ability of service its clients.

**§ B.2.3** In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:

*(If the answer to any of the questions below is yes, provide an explanation.)*

.1 been convicted of, or indicted for, a business-related crime?

No

.2 had any business or professional license subjected to disciplinary action?

No

.3 been penalized or fined by a state or federal environmental agency?

No

# **Flintco, LLC and Subsidiaries**

Consolidated Financial Report  
December 31, 2024

## Contents

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Consolidated statements of member's equity	6
Consolidated statements of cash flows	7
Notes to consolidated financial statements	8-18

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## Independent Auditor's Report

RSM US LLP

Board of Directors and Member  
Flintco, LLC and Subsidiaries

### Opinion

We have audited the consolidated financial statements of Flintco, LLC and Subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, the related consolidated statements of income, member's equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

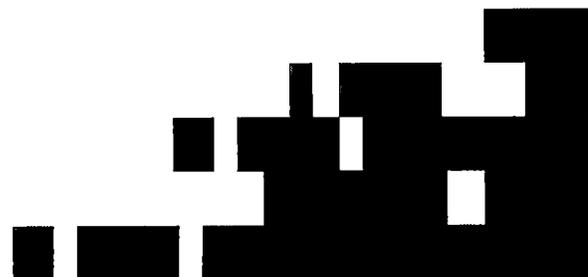
### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.



In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

*RSM US LLP*

St. Louis, Missouri  
March 17, 2025

Flintco, LLC and Subsidiaries

Consolidated Balance Sheets  
December 31, 2024 and 2023

	2024	2023
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 65,141,345	\$ 113,849,484
Accounts receivable	418,938,996	345,936,859
Accounts receivable, affiliates	22,651,714	21,485,017
Note receivable, affiliate	43,250,000	33,250,000
Costs and estimated earnings in excess of billings on uncompleted contracts	12,862,260	14,594,544
Short-term investments	55,350,065	-
Investments in unconsolidated joint ventures	525,868	267,477
Other current assets	482,764	427,220
<b>Total current assets</b>	<b>619,203,012</b>	<b>529,810,601</b>
Other assets:		
Cash surrender value of life insurance	6,106,637	4,927,225
Deferred income taxes	15,377,761	11,218,233
Right-of-use assets	7,404,193	7,135,391
<b>Total other assets</b>	<b>28,888,591</b>	<b>23,280,849</b>
Property and equipment:		
Construction equipment and machinery	7,768,651	5,150,473
Transportation equipment	10,458,411	9,406,334
Buildings & improvements	8,141,047	7,547,987
<b>Total property and equipment</b>	<b>26,368,109</b>	<b>22,104,794</b>
Less accumulated depreciation	(7,981,118)	(6,853,410)
	<b>18,386,991</b>	<b>15,251,384</b>
	<b>\$ 666,478,594</b>	<b>\$ 568,342,834</b>

See notes to consolidated financial statements.

**Flintco, LLC and Subsidiaries**

**Consolidated Balance Sheets (Continued)  
December 31, 2024 and 2023**

	2024	2023
<b>Liabilities and Member's Equity</b>		
Current liabilities:		
Accounts payable	\$ 390,387,167	\$ 342,966,516
Accounts payable, affiliates	19,028,301	4,902,755
Accrued expenses	52,676,638	43,110,607
Billings in excess of costs and estimated earnings on uncompleted contracts	100,192,474	86,502,097
Current portion of lease obligation	2,120,199	1,503,858
Income tax payable	4,543,979	7,168,653
<b>Total current liabilities</b>	<b>568,948,758</b>	<b>486,154,486</b>
Other liabilities:		
Deferred compensation	8,191,928	6,100,886
Lease obligation, less current portion	6,871,573	7,354,040
<b>Total other liabilities</b>	<b>15,063,501</b>	<b>13,454,926</b>
Member's equity:		
Member's equity	82,401,026	68,698,440
Noncontrolling interest in consolidated joint ventures	65,309	34,982
	<b>82,466,335</b>	<b>68,733,422</b>
	<b>\$ 666,478,594</b>	<b>\$ 568,342,834</b>

See notes to consolidated financial statements.

**Flintco, LLC and Subsidiaries**

**Consolidated Statements of Income  
Years Ended December 31, 2024 and 2023**

	2024	2023
Contract revenues earned	\$ 1,759,220,690	\$ 1,408,076,714
Cost of contract revenues earned	<u>1,699,447,227</u>	<u>1,357,234,694</u>
<b>Gross profit</b>	<b>59,773,463</b>	<b>50,842,020</b>
Operating expense	<u>45,301,550</u>	<u>39,875,625</u>
<b>Income before provision for income taxes</b>	<b>14,471,913</b>	<b>10,966,395</b>
Provision for income taxes	<u>3,739,000</u>	<u>3,324,169</u>
<b>Net income</b>	<b>10,732,913</b>	<b>7,642,226</b>
Less net income (loss) attributable to noncontrolling interests	<u>30,327</u>	<u>(2,950)</u>
<b>Net income attributable to Flintco, LLC</b>	<b><u>\$ 10,702,586</u></b>	<b><u>\$ 7,645,176</u></b>

See notes to consolidated financial statements.

**Flintco, LLC and Subsidiaries**

**Consolidated Statements of Member's Equity  
Years Ended December 31, 2024 and 2023**

	Member's Equity	Noncontrolling Interest	Total Member's Equity
Balance, December 31, 2022	\$ 51,053,264	\$ 151,672	\$ 51,204,936
Net income (loss)	7,645,176	(2,950)	7,642,226
Contribution	10,000,000	-	10,000,000
Distribution to noncontrolling interest	-	(113,740)	(113,740)
Balance, December 31, 2023	68,698,440	34,982	68,733,422
Net income	10,702,586	30,327	10,732,913
Contribution	3,000,000	-	3,000,000
<b>Balance, December 31, 2024</b>	<b>\$ 82,401,026</b>	<b>\$ 65,309</b>	<b>\$ 82,466,335</b>

See notes to consolidated financial statements.

**Flintco, LLC and Subsidiaries**

**Consolidated Statements of Cash Flows**  
**Years Ended December 31, 2024 and 2023**

	2024	2023
<b>Cash flows from operating activities:</b>		
Net income	\$ 10,732,913	\$ 7,642,226
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	3,179,670	2,184,153
Gain on disposal of property and equipment	(586,483)	(311,588)
Deferred income taxes	(4,159,528)	(2,887,337)
Income from unconsolidated joint ventures	(78,391)	(48,322)
Non-cash lease expense (benefit)	(134,928)	45,881
Deferred compensation	2,091,042	1,322,827
Changes in operating assets and liabilities:		
Accounts receivable	(74,168,834)	(88,668,873)
Income taxes	(2,624,674)	2,675,866
Contracts in progress	15,422,661	17,377,642
Other assets	(55,544)	(170,124)
Accounts payable and accrued expenses	71,112,228	95,086,490
<b>Net cash provided by operating activities</b>	<b>20,730,132</b>	<b>34,248,841</b>
<b>Cash flows from investing activities:</b>		
Proceeds from disposal of property and equipment	871,265	441,091
Purchases of property and equipment	(6,600,059)	(10,507,120)
Purchase of short-term investments	(55,350,065)	-
Life insurance premiums paid	(1,179,412)	(1,048,737)
Loan to affiliate	(10,000,000)	-
Contributions to unconsolidated joint ventures	(180,000)	-
Distributions from unconsolidated joint ventures	-	1,000,000
<b>Net cash used in investing activities</b>	<b>(72,438,271)</b>	<b>(10,114,766)</b>
<b>Cash flows from financing activities:</b>		
Contribution from member	3,000,000	10,000,000
Distributions to noncontrolling interest	-	(113,740)
<b>Net cash provided by financing activities</b>	<b>3,000,000</b>	<b>9,886,260</b>
<b>Net increase (decrease) in cash</b>	<b>(48,708,139)</b>	<b>34,020,335</b>
Cash and cash equivalents, beginning of year	113,849,484	79,829,149
Cash and cash equivalents, end of year	\$ 65,141,345	\$ 113,849,484
<b>Supplemental disclosures of cash flow information:</b>		
Cash paid for taxes	\$ 995,309	\$ 874,039
<b>Non-cash investing and financing activities:</b>		
Right-of-use assets obtained in exchange for new lease obligations	\$ 1,913,197	\$ -

See notes to consolidated financial statements.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Operations and Significant Accounting Policies

**Nature of operations:** Flintco, LLC (Flintco or the Company), a wholly owned subsidiary of AIH, LLC (AIH) of St. Louis, Missouri, is a general contractor and provides professional construction services, including preconstruction analysis, construction management, design/build and general contracting to its customers located throughout the United States of America. The Company operates from its headquarters in Tulsa, Oklahoma, and offices throughout North America. Flintco's business activities are concentrated in Oklahoma, Tennessee, Arkansas, Colorado and Texas.

In connection with its normal construction activities, the Company may be required to acquire performance and payment bonds. The surety issuing the bonds has recourse against the Company's assets in the event the surety is required to honor the bonds.

The Company provides credit on terms established by management, which are consistent with industry practices. The Company conducts significant business with major customers. Due to the nature of the business, these major customers vary from year to year.

**Principles of consolidation:** The consolidated financial statements (collectively, the financial statements) include the accounts of Flintco and its wholly owned subsidiaries, Flintco West, Inc., and Flintco Residential, LLC. Flintco, LLC has investments in joint ventures, which are variable interest entities (VIEs) and resulted in consolidation within these financial statements. All material intercompany transactions and account balances have been eliminated in consolidation.

**Revenue and cost recognition:** The Company's revenue is primarily derived from multiyear fixed-price, cost-plus-fee and guaranteed maximum-price construction contracts. The Company recognizes revenue in accordance with Accounting Standards Codification (ASC) Topic 606, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract.
- Identify performance obligations.
- Determine the transaction price.
- Allocate the transaction price.
- Recognize revenue.

The Company's customers consist of government agencies and private customers, primarily located in the United States of America. For government contracts, future cash flows depend on the Company's ability to continue to obtain federal, state and local government contracts, and indirectly on the amount of funding available to these agencies for new and current government projects. Therefore, a portion of the Company's operations is dependent upon the level and timing of government funding. For private customers, statutory mechanics liens provide the Company relatively high priority in the event of lien foreclosures, thus minimizing credit risk.

The Company has elected, as a practical expedient, the accounting policy under which it excludes from the transaction price taxes it collects from its customers that were assessed by government authority on (or contemporaneous with) the entity's revenue-generating transactions with its customers. The Company therefore reports sales net of sales tax.

The Company's construction contracts include multiple promises, which management reviews at contract inception to determine whether they represent multiple performance obligations. This review consists of determining whether promises or groups of promises are capable of being distinct and distinct within the context of the contract. Management has concluded the Company's construction contracts are considered to have a single performance obligation because the Company provides a significant service of integrating a complex set of tasks and components into a single asset. Some contracts include multiple projects that are separately identifiable (e.g., multiple buildings or sites) or include elements not related to the design and/or building aspects of the contract. These contracts typically are considered to have multiple performance obligations even when they are part of a single contract.

When a contract has multiple performance obligations, the transaction price is allocated to each performance obligation based on estimated relative stand-alone selling prices of the goods or services at the inception of the contract. In most cases, the Company does not sell the distinct good or service on a stand-alone basis and instead estimates the stand-alone selling price of each distinct good or service in the contract. The primary method used to estimate the stand-alone selling price is the expected-cost-plus-a-margin approach, under which management forecasts expected costs of satisfying a performance obligation and then add an appropriate margin.

**Note 1. Nature of Operations and Significant Accounting Policies (Continued)**

The Company generally provides limited-assurance-type warranties for work performed under its construction contracts. The warranty periods typically extend for a limited duration following substantial completion of the Company's work on a project. Historically, warranty claims have not resulted in material costs incurred. The Company does not consider these warranties to be separate performance obligations.

When multiple contracts are entered into under a single master agreement, management reviews the contracts to determine whether (a) the contracts are negotiated as a package with a single commercial objective, (b) the amount of consideration paid in one contract depends on the price or performance in the other contract and (c) the goods or services promised in the contracts are a single performance obligation. If one of these three conditions is met, the contracts are combined and accounted for as a single contract.

Management has concluded performance obligations related to these contracts are satisfied over time because the Company's performance typically creates or enhances an asset that the customer controls as the asset is created or enhanced. The Company recognizes revenue as performance obligations are satisfied and control of the promised good and/or service is transferred to the customer. The Company measures the progress toward complete satisfaction of the performance obligation(s) using an input (i.e., cost-to-cost) method. Under the cost-to-cost method, costs incurred to date are generally the best depiction of transfer of control.

The consideration promised within a contract with a customer may include both fixed amounts and variable amounts (e.g., bonuses/incentives, penalties/liquidated damages and returns) to the extent that it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. Management estimates the amount of variable consideration at the most likely amount to which the Company expects to be entitled based on an assessment of legal enforceability, anticipated performance and any other information (historical, current or forecasted) that is reasonably available.

Subsequent to the inception of a contract, the transaction price may change for various reasons, including the executed or estimated amount of change orders, contract modifications, claims to or from customers and back-charge recoveries. On certain projects, the Company may have submitted and have pending unresolved contract modifications and claims to recover additional costs and the associated profit, if applicable, to which the Company believes it is entitled under the terms of contracts with customers. The customers or their authorized representatives may be in partial or full agreement with the modifications or affirmative claims, or may have rejected or disagree entirely or partially as to such entitlement.

Recognizing changes in the transaction price requires significant judgments of various factors including, but not limited to, dispute resolution developments and outcomes, anticipated negotiation results and the cost of resolving such matters. If the transaction price is changed and no additional distinct goods or services are added, the effect of a change in the transaction price and the Company's measure of progress for the performance obligation to which it relates is recognized as an adjustment to revenue on a cumulative catch-up basis. When a contract is modified to deliver additional goods or services that are distinct and the increase in price of the contract is for the same amount as the stand-alone selling price of the additional goods or services included in the modification, the modification is accounted for as a separate contract.

The accuracy of the Company's revenue and profit recognition in a given period depends on the accuracy of management's estimates of the cost to complete each project. There are a number of factors that can contribute to changes in estimates of contract cost and profitability, including the completeness and accuracy of the original bid, scope changes and changes from the original design, changes in the costs of labor and/or materials, owner changes, weather, site conditions, subcontractor performance issues, and other delays. The foregoing factors, as well as the stage of completion of contracts in process and the mix of contracts at different margins, may cause fluctuations in gross profit and gross profit margin from period to period, which may have a significant impact on the financial statements.

In accordance with industry practice, the Company classifies all contract-related assets and liabilities as current under the operating cycle of the Company, a portion of which may not be realized within one year. Contract-related assets and liabilities include trade and retainage receivable, trade and retainage payable, costs and estimated earnings in excess of billings on uncompleted contracts, and billings in excess of costs and estimated earnings on uncompleted contracts.

**Note 1. Nature of Operations and Significant Accounting Policies (Continued)**

Billing practices are governed by the contract terms and the resulting accounts receivable are recorded when the Company obtains an unconditional right to payment under the terms of the contracts. Retentions receivable, a component of accounts receivable, represents the amount withheld from billings by the Company's customers until the end of the project or some other specified period of time, pursuant to provisions in the contract.

Management determines an allowance for credit loss by evaluating individual contracts and considering a customer's financial condition, lien rights and current economic conditions. Contract receivables are written off when deemed uncollectible. Subsequent recoveries, if any, are credited to the allowance. The allowance for credit loss is evaluated on a regular basis by management and is based losses that are expected to occur. At December 31, 2024 and 2023, management concluded no allowance for credit loss is necessary.

Contract assets are classified on the consolidated balance sheets as "costs and estimated earnings in excess of billings on uncompleted contracts" and represent revenues recognized in excess of amounts billed or available to be billed where the right to payment is not unconditional. Contract liabilities are classified on the consolidated balance sheets as "billings in excess of costs and estimated earnings on uncompleted contracts" and represent billings in excess of revenues recognized.

All contract costs, including those associated with change orders, unresolved contract modifications, claims to or from customers, and back-charge recoveries, are recorded as incurred, and revisions to estimated total costs are reflected as soon as the obligation to perform is determined. Contract costs include all direct labor, material, subcontractors, equipment and indirect costs related to contract performance. General and administrative expenses are charged to operations as incurred. The Company recognizes revenue, but not profit, on certain significant uninstalled materials that are not specifically produced, fabricated or constructed for a project. Revenue related to these uninstalled materials is recognized when the cost is incurred (when control is transferred).

Costs to obtain contracts (pre-bid costs) that are not expected to be recovered from the customer are expensed as incurred and included in general and administrative expenses on the Company's consolidated statements of income. Pre-bid costs that are explicitly chargeable to the customer even if the contract is not obtained are included in accounts receivable on the Company's consolidated balance sheets.

**Use of estimates:** The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and cash equivalents and credit risk:** The Company considers all highly liquid investments with original maturities of three months or less at the date of purchase to be cash equivalents. The Company maintains cash in bank accounts that, at various times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

**Short-term investments:** The Company's short-term investments consist of certificates of deposit with maturity dates ranging from three to six months. The Company's short-term investments are classified as available-for-sale and are recorded within current assets in the consolidated balance sheets as the Company may sell these securities at any time for use in its operations, even prior to maturity.

**Fair value measurement:** Under the Financial Accounting Standards Board's authoritative guidance on fair value measurements, fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Company uses various methods, including market, income and cost approaches. Based on these approaches, the Company often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the Company is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Operations and Significant Accounting Policies (Continued)

Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1: Quoted prices are for identical assets and liabilities traded in active exchange markets, such as the New York Stock Exchange.

Level 2: Inputs are observable inputs other than Level 1, including quoted prices for similar assets or liabilities, quoted prices in less active markets, or other observable inputs that can be corroborated by observable market data. Level 2 also includes derivative contracts whose value is determined using a pricing model with observable market inputs or can be derived principally from or corroborated by observable market data.

Level 3: Inputs are unobservable inputs supported by little or no market activity for financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation. Inputs also include observable inputs for nonbinding single dealer quotes not corroborated by observable market data.

The Company has various processes and controls in place to ensure that fair value is reasonably estimated. The fair value of Company's investments in certificates of deposit is based on observable market data however these securities are not traded on active markets. Accordingly, the Company categorizes these investments as Level 2.

**Joint ventures:** The Company has ownership interests in partnerships and limited liability companies with other construction companies, which were formed to bid, negotiate and complete specific projects. These entities are referred to as joint ventures (JVs) throughout these financial statements. These investments are classified as current assets, since the ventures are expected to be completed within the Company's operating cycle. Investments are either consolidated (see below) or accounted for by the equity method, unless the Company does not possess the ability to control or significantly influence the JV. For investments accounted for by the equity method, the Company's proportionate share of the unconsolidated JVs' construction revenue, cost of revenue, and gross profit (loss) is included in the consolidated statements of income.

**Variable interest entities:** The Company evaluates each JV to determine if the investment is a VIE and if it should be consolidated in the financial statements of the Company. The Company uses a qualitative approach in assessing the consolidation requirement for VIEs. This approach focuses on determining whether the Company has the power to direct the activities of the VIE that most significantly affect the VIE's economic performance and whether the Company has the obligation to absorb losses or the right to receive benefits that could potentially be significant to the VIE. Factors that are considered include: (1) the structure of the entity, (2) agreements in place, (3) evaluation of the level of equity investment to determine if it is sufficient to permit the entity to conduct its activities without additional subordinated financial support, (4) the ability of the equity investors to control the significant economic performance of the entity and (5) the ability of the owners to absorb expected losses and receive residual returns. VIEs where the Company controls the power to direct the activities that most significantly impact the economic performance are consolidated, whereas those where the Company lacks such power are not consolidated.

**Property and equipment:** Property and equipment is recorded at cost less depreciation. Depreciation is calculated on the straight-line method over the estimated useful lives of the assets. Repairs and maintenance costs are charged to operations as incurred. The assets are depreciated over estimated useful lives as follows:

	<u>Years</u>
Construction equipment and machinery	5
Transportation and office equipment	3-5
Buildings and improvements	39
Office equipment	3-7

**Long-lived assets:** Long-lived assets, consisting principally of property and equipment, are reviewed for impairment when events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If impairment indicators are present and the estimated undiscounted future cash flows are less than the carrying value of the assets, the carrying value of the assets may require a reduction to their estimated fair value, as measured by

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Operations and Significant Accounting Policies (Continued)

discounted cash flows or appraised values. Management has determined that there were no impairment charges required as of December 31, 2024 and 2023.

**Income taxes:** The Company is formed as a limited liability company and has elected to be taxable as a C corporation. The Company files its federal and several combined/unitary state income tax returns with its parent and other wholly owned subsidiaries as part of a consolidated group. Income tax expense or benefit on the consolidated group returns is allocated to the Company from its parent based on the amount of income tax expense the Company would incur if it filed its income tax returns separately.

In addition to the combined/unitary returns filed with its parent, the Company also files state and local tax returns separately on a stand-alone basis. Amounts due to or from state taxing authorities not filed as part of the consolidated group return are reported as income tax receivable or payable on the consolidated balance sheets.

Deferred taxes are provided on a liability method, whereby deferred tax assets are recognized for deductible temporary differences, operating losses and tax credit carryforwards, and deferred tax liabilities are recognized for taxable temporary differences created by both the stand-alone and consolidated group tax returns. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

The Company follows the accounting standard on accounting for uncertainty in income taxes, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under this guidance, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

**Loss contingencies:** Certain conditions may exist as of the date the financial statements are issued that may result in a loss to the Company, but which will only be resolved when one or more future events occur or fail to occur.

The Company's management and its legal counsel assess such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company's legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims, as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in the Company's financial statements. If the assessment indicates that a potentially material loss contingency is not probable, but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed.

**Leases:** For leases with a term of twelve months or more, the Company recognizes right-of-use (ROU) assets and lease obligations based on the present value of lease payments over the lease term at the commencement date of the lease. The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. The Company has elected not to recognize ROU assets and lease obligations for leases with a term of twelve months or less.

Future lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index). Variable lease payments that fluctuate after the commencement date for reasons other than a change in an index or rate are recorded as variable lease expenses in the period incurred. Fees for terminating a lease are included in the lease payments only when it is probable the charges will be incurred.

The Company's leases may include non-lease components representing additional services transferred to the Company, such as common area maintenance for real estate. The Company made an accounting policy election to account for each separate lease component and any non-lease components associated with a lease component as a

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Operations and Significant Accounting Policies (Continued)

single lease component. Non-lease components that are variable in nature are recorded in variable lease expense in the period incurred.

The Company has made an accounting policy election to use a risk-free discount rate to compute the present value for all of its lease arrangements, determined using a period comparable with that of the lease term. The risk-free discount rates were obtained using U.S. Treasury securities as posted on the Federal Reserve website.

**Reclassification:** Certain reclassifications have been made to the 2023 financial statements and related notes to conform to the 2024 presentation. These reclassifications had no effect on previously reported member's equity or net income.

**Subsequent events:** Management has evaluated subsequent events through March 17, 2025, the date the financial statements were available to be issued.

#### Note 2. Accounts Receivable and Accounts Payable

The following details the components of accounts receivable at December 31, 2024 and 2023:

	2024	2023
Accounts receivable:		
Current	\$ 164,657,887	\$ 147,639,833
Retentions	156,507,045	135,701,255
Unbilled	97,774,064	62,595,771
	<u>\$ 418,938,996</u>	<u>\$ 345,936,859</u>

The following details the components of accounts payable at December 31, 2024 and 2023:

Current	\$ 265,698,378	\$ 230,707,947
Retentions	124,688,789	112,258,569
	<u>\$ 390,387,167</u>	<u>\$ 342,966,516</u>

The Company had accounts receivable, net of allowances for credit losses of \$268,6684,393 on January 1, 2023.

#### Note 3. Uncompleted Contracts

The following summarizes the Company's costs, estimated earnings, and billings on uncompleted contracts at December 31, 2024 and 2023:

	2024	2023
Costs incurred on uncompleted contracts	\$ 4,205,386,248	\$ 3,431,885,067
Estimated earnings	112,140,828	101,706,646
	<u>4,317,527,076</u>	<u>3,533,591,713</u>
Less billings to date	(4,404,857,290)	(3,605,499,266)
	<u>\$ (87,330,214)</u>	<u>\$ (71,907,553)</u>

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

#### Note 3. Uncompleted Contracts (Continued)

These amounts are shown in the accompanying consolidated balance sheets as follows at December 31, 2024 and 2023:

	2024	2023
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 12,862,260	\$ 14,594,544
Billings in excess of costs and estimated earnings on uncompleted contracts	(100,192,474)	(86,502,097)
	<u>\$ (87,330,214)</u>	<u>\$ (71,907,553)</u>

The following summarizes the opening contract asset and liability balances as of January 1, 2023:

Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 12,489,312
Billings in excess of costs and estimated earnings on uncompleted contracts	(67,019,223)
	<u>\$ (54,529,911)</u>

#### Note 4. Variable Interest Entities and Investments in Joint Ventures

The Company's investment in unconsolidated joint ventures at December 31, 2024 and 2023, amounted to approximately \$526,000 and \$267,000, respectively.

**Unconsolidated variable interest entities:** The Company has investments in joint ventures which it has determined are VIEs. The VIEs are generally thinly capitalized but are able to fund themselves through cash flows from operations. The Company determined that it holds a variable interest in these entities through its ownership interest, but is not the primary beneficiary and is not required to consolidate them. The Company's exposure to loss as a result of its involvement with these VIEs generally corresponds to the value of the respective underlying construction contract. The formation agreements that govern the joint ventures include provisions that require that additional contributions will be made by the venture partners if needed, including possible losses on underlying contracts. These entities are accounted under the equity method.

The condensed balance sheets of the unconsolidated JVs at December 31, 2024 and 2023, are summarized as follows:

	2024	2023
<b>Assets:</b>		
Cash	\$ 1,893,673	\$ 1,252,348
Cost in excess of billings and estimated earnings	691,968	-
Accounts receivable	-	5,245
Total assets	<u>\$ 2,585,641</u>	<u>\$ 1,257,593</u>
<b>Liabilities:</b>		
Accounts payable, inclusive of retention	\$ 668,814	\$ 2,572
Accrued expenses	-	(1,985)
Billings in excess of costs and estimated earnings	613,935	722,052
Other liabilities	3,103	-
<b>Equity:</b>		
Flintco's interest	525,868	267,477
Other investors	773,921	267,477
Total liabilities and equity	<u>\$ 2,585,641</u>	<u>\$ 1,257,593</u>

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

#### Note 4. Variable Interest Entities and Investments in Joint Ventures (Continued)

The results of operations for the JVs for the years ended December 31, 2024 and 2023, which are reflected in these financial statements at the Company's proportionate share, are as follows:

	2024	2023
Results of operations:		
Contract revenues	\$ 261,649	\$ 24,008
Cost of contracts	204,030	20,330
Gross profit	57,619	3,678
Operating income	20,772	44,644
Income before taxes	\$ 78,391	\$ 48,322

**Consolidated joint ventures:** The Company has investments in joint ventures that it has determined are VIEs. The VIEs were evaluated against the criteria for consolidation and determined that the Company is the primary beneficiary and therefore are consolidated in the Company's financial statements. The Company determined it is the primary beneficiary for these joint ventures based on the powers granted to the Company in each respective joint venture agreement. The Company's exposure to loss as a result of its involvement with these VIEs generally corresponds to the value of the respective underlying construction contract. The formation agreements that govern the joint venture include provisions that require that additional contributions will be made by the venture partners if needed, including possible losses on underlying contracts. The assets of the VIEs can only be used to settle the obligations of the joint venture entity that relate specifically to the underlying contract. The creditors of the VIEs do not have recourse to the general credit of Alberici Constructors, Inc. and Subsidiaries.

The condensed balance sheets of the consolidated joint ventures, which were determined to be VIEs for which Flintco, LLC is the primary beneficiary, at December 31, 2024 and 2023, are summarized as follows:

	2024	2023
Assets:		
Cash	\$ 67,100	\$ 80,418
Other assets	74,024	-
Total assets	\$ 141,124	\$ 80,418
Liabilities:		
Accounts payable, inclusive of retention	\$ 5,493	\$ 5,493
Equity:		
Flintco's interest	70,322	39,943
Other investors	65,309	34,982
Total liabilities and equity	\$ 141,124	\$ 80,418

The results of operations for the consolidated joint ventures, which were determined to be VIEs for which Flintco, LLC is the primary beneficiary, for the years ended December 31, 2024 and 2023, are as follows:

	2024	2023
Results of operations:		
Contract revenues	\$ -	\$ 114,856
Cost of contracts	-	136,360
Gross profit (loss)	-	(21,504)
Other income, net	60,706	15,651
Income (expense) before taxes	\$ 60,706	\$ (5,853)

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 5. Credit Agreement and Letters of Credit

**Credit agreement:** Alberici Corporation, parent of AIH, has a revolving credit agreement with a consortium of banks that provides for borrowings up to \$100,000,000. Interest is charged on outstanding borrowings based on published prime commercial rates plus an applicable margin, as defined in the agreement. The revolving credit agreement is secured by substantially all assets of Alberici Corporation and its subsidiaries, including those of the Company, and expires on July 1, 2027, if not renewed. There were no outstanding borrowings at December 31, 2024 and 2023, by either the Company, its parent, or affiliates.

**Letters of credit:** Letters of credit issued to Alberici Corporation and its subsidiaries reduce the borrowing capacity of the revolving credit facility. The Company had letters of credit outstanding of approximately \$2,332,000 and \$1,982,000 at December 31, 2024 and 2023, respectively.

Alberici Corporation and its subsidiaries had unused borrowing capacity under the credit agreement of approximately \$96,850,000 and \$97,200,000 as of December 31, 2024 and 2023, respectively.

The credit agreement requires Alberici Corporation and its subsidiaries to comply with selected covenants, including the maintenance of minimum net worth restrictions.

#### Note 6. Retirement Plans

The Company maintains 401(k) savings plans for all eligible employees. The Company matches 100% of the first 3% and 50% of the next 2% of participant contributions. All matching contributions are 100% vested immediately. Company contributions to the employee savings plan were approximately \$3,350,000 and \$2,920,000 for the years ended December 31, 2024 and 2023, respectively.

#### Note 7. Related-Party Transactions

**Administrative:** Alberici Corporation and Subsidiaries incur and pay certain expenses benefiting the Company, including administrative salaries, insurance, taxes, fringe benefits and professional fees. These expenses are allocated on a systematic basis, which are updated annually and billed to each respective company. Amounts paid to this affiliate for allocated expenses were approximately \$48,125,000 and \$28,843,000 in 2024 and 2023, respectively.

**Accounts receivable:** Related-party amounts included in accounts receivable amounted to approximately \$22,652,000 and \$21,485,000 at December 31, 2024 and 2023, respectively.

**Accounts payable:** Related-party amounts included in accounts payable amounted to approximately \$19,028,000 and \$4,903,000 at December 31, 2024 and 2023, respectively.

**Note receivable:** The Company has a revolving credit agreement with Alberici Corporation to lend up to \$50,000,000. There was \$43,250,000 and \$33,250,000 outstanding on the note receivable as of December 31, 2024 and 2023, respectively. Amounts outstanding are due and payable upon demand and the revolving credit agreement matures on March 31, 2027. Interest is charged on outstanding borrowings based on published prime commercial rates. The Company recognized interest income on the note receivable of approximately \$3,200,000 and \$2,800,000 for the years ended December 31, 2024 and 2023, respectively.

#### Note 8. Leases

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. Under ASC 842, a contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the customer obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company's lease arrangements consist primarily of general office and warehouse space for use in operations. Several of these leases include options to renew, generally at Company's sole discretion, with renewal terms that can extend the lease term. These options to extend a lease are included in the lease terms when it is reasonably certain that the Company will exercise the option.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

#### Note 8. Leases (Continued)

All of the Company's lease arrangements as of and during the years ending December 31, 2024 and 2023, were classified as operating leases.

Lease cost is recognized on a straight-line basis over the lease term. The components of lease expense for the years ending at December 31, 2024 and 2023, are as follows:

	2024	2023
Operating lease cost	\$ 1,903,625	\$ 14,594,544
Variable lease cost	66,827	
Short-term lease cost	5,690,759	(86,502,097)
Total lease cost	<u>\$ 7,661,211</u>	<u>\$ (71,907,553)</u>

Cash paid for amounts included in the measurement of operating lease obligations were approximately \$2,039,000 and \$1,457,000 for the years ended December 31, 2024 and 2023, respectively.

The weighted-average remaining lease term was approximately 6.1 years and 7.4 years, and the weighted-average discount rate was approximately 3.0% and 2.7% as of December 31, 2024 and 2023, respectively.

Future undiscounted cash flows for each of the next five years and thereafter and reconciliation to the lease obligations recognized on the balance sheet as of December 31, 2024, is as follows:

Years ending December 31:		
2025	\$	2,358,477
2026		1,875,739
2027		1,443,447
2028		959,761
2029		925,746
Thereafter		2,271,414
Total lease payments		<u>9,834,584</u>
Less imputed interest		(842,812)
Total present value of lease liabilities	\$	<u>8,991,772</u>

#### Note 9. Income Taxes

The components of the income tax provision consisted of the following for the years ended December 31, 2024 and 2023:

	2024	2023
Current—U.S. federal and state provision	\$ 7,898,528	\$ 6,211,502
Deferred—U.S. federal and state benefit	(4,159,528)	(2,887,333)
Provision for income taxes	<u>\$ 3,739,000</u>	<u>\$ 3,324,169</u>

The Company's effective tax rate differs from the statutory rate for the years ended December 31, 2024 and 2023, primarily due to nondeductible expenses, state taxes and other provision-to-return adjustments.

These financial statements include 100% of the income of consolidated JVs, with the noncontrolling interest shown as a separate line item. The income on these JVs is taxable directly to the partners and, accordingly, there is no provision for income tax on the noncontrolling interest portion of the JVs' income.

**Flintco, LLC and Subsidiaries**

**Notes to Consolidated Financial Statements**

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**Note 9. Income Taxes (Continued)**

Deferred income taxes are provided for temporary differences in reporting for financial statement and income tax purposes. The components giving rise to deferred taxes as of December 31, 2024 and 2023, are as follows:

	2024	2023
Deferred tax assets:		
Uncompleted construction contracts	\$ 4,825,393	\$ 1,816,463
Accrued expenses	6,144,173	5,404,553
Research and experimentation costs	4,593,125	3,619,562
Other	1,067,612	748,684
	<u>16,630,303</u>	<u>11,589,262</u>
Deferred tax liabilities:		
Equipment	(1,252,542)	(371,029)
	<u>\$ 15,377,761</u>	<u>\$ 11,218,233</u>

In assessing the realization of deferred tax assets, the Company considers whether it is more likely than not that some portion of the deferred tax asset will not be realized. The ultimate realization of deferred tax assets is dependent upon the scheduled reversal of deferred tax liabilities and generation of future taxable income during the periods in which the deferred tax assets become deductible. As of December 31, 2024 and 2023, the Company did not consider a valuation allowance necessary against deferred tax assets as the Company projects future taxable income over the periods the deferred tax assets are deductible, and the availability of gross deferred tax liabilities to offset gross deferred tax assets will provide for realization of the recognized deferred tax assets.

# **Flintco, LLC and Subsidiaries**

Consolidated Financial Report  
December 31, 2023

## Contents

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RSM US LLP

## Independent Auditor's Report

Board of Directors and Member  
Flintco, LLC and Subsidiaries

### Opinion

We have audited the consolidated financial statements of Flintco, LLC and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2023 and 2022, the related consolidated statements of income, member's equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

**RSM US LLP**

St. Louis, Missouri  
March 15, 2024

**Flintco, LLC and Subsidiaries**

**Consolidated Balance Sheets  
December 31, 2023 and 2022**

	2023	2022
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 113,849,484	\$ 79,829,149
Accounts receivable	345,936,859	268,684,393
Accounts receivable, affiliates	21,485,017	10,068,610
Note receivable, affiliate	33,250,000	33,250,000
Costs and estimated earnings in excess of billings on uncompleted contracts	14,594,544	12,489,312
Investments in unconsolidated joint ventures	267,477	1,219,155
Other current assets	427,220	257,096
<b>Total current assets</b>	<b>529,810,601</b>	<b>405,797,715</b>
Other assets:		
Cash surrender value of life insurance	4,927,225	3,878,488
Deferred income taxes	11,218,233	8,330,896
Right-of-use assets	7,135,391	8,217,736
<b>Total other assets</b>	<b>23,280,849</b>	<b>20,427,120</b>
Property and equipment:		
Construction equipment and machinery	5,150,473	3,979,844
Transportation equipment	9,406,334	6,664,536
Buildings & improvements	7,547,987	2,522,910
Office equipment	-	323,849
<b>Total property and equipment</b>	<b>22,104,794</b>	<b>13,491,139</b>
Less accumulated depreciation	(6,853,410)	(6,433,219)
	<b>15,251,384</b>	<b>7,057,920</b>
	<b>\$ 568,342,834</b>	<b>\$ 433,282,755</b>

See notes to consolidated financial statements.

Flintco, LLC and Subsidiaries

Consolidated Balance Sheets (Continued)  
December 31, 2023 and 2022

	2023	2022
<b>Liabilities and Member's Equity</b>		
Current liabilities:		
Accounts payable	\$ 353,807,236	\$ 269,474,001
Accounts payable, affiliates	4,902,755	5,427,251
Accrued expenses	32,269,887	20,992,136
Billings in excess of costs and estimated earnings on uncompleted contracts	86,502,097	67,019,223
Current portion of lease obligation	1,503,858	1,269,953
Income tax payable	7,168,653	4,492,787
<b>Total current liabilities</b>	<b>486,154,486</b>	<b>368,675,351</b>
Other liabilities:		
Deferred compensation	6,100,886	4,778,059
Lease obligation, less current portion	7,354,040	8,624,409
<b>Total other liabilities</b>	<b>13,454,926</b>	<b>13,402,468</b>
Member's equity:		
Member's equity	68,698,440	51,053,264
Noncontrolling interest in consolidated joint venture	34,982	151,672
	<b>68,733,422</b>	<b>51,204,936</b>
	<b>\$ 568,342,834</b>	<b>\$ 433,282,755</b>

See notes to consolidated financial statements.

**Flintco, LLC and Subsidiaries**

**Consolidated Statements of Income  
Years Ended December 31, 2023 and 2022**

	2023	2022
Contract revenues earned	\$ 1,408,076,714	\$ 1,097,982,846
Cost of contract revenues earned	<u>1,357,234,694</u>	<u>1,054,078,662</u>
<b>Gross profit</b>	<b>50,842,020</b>	<b>43,904,184</b>
Operating expense	<u>39,875,625</u>	<u>34,510,300</u>
<b>Income before provision for income taxes</b>	<b>10,966,395</b>	<b>9,393,884</b>
Provision for income taxes	<u>3,324,169</u>	<u>2,010,458</u>
<b>Net income</b>	<b>7,642,226</b>	<b>7,383,426</b>
Less net (loss) income attributable to noncontrolling interests	<u>(2,950)</u>	<u>28,498</u>
<b>Net income attributable to Flintco, LLC</b>	<b>\$ 7,645,176</b>	<b>\$ 7,354,928</b>

See notes to consolidated financial statements.

**Flintco, LLC and Subsidiaries**

**Consolidated Statements of Member's Equity  
Years Ended December 31, 2023 and 2022**

	Member's Equity	Noncontrolling Interest	Total Member's Equity
Balance, December 31, 2021	\$ 43,698,336	\$ 923,174	\$ 44,621,510
Net income	7,354,928	28,498	7,383,426
Distribution to noncontrolling interest	-	(800,000)	(800,000)
Balance, December 31, 2022	51,053,264	151,672	51,204,936
Net income (loss)	7,645,176	(2,950)	7,642,226
Contribution	10,000,000	-	10,000,000
Distribution to noncontrolling interest	-	(113,740)	(113,740)
<b>Balance, December 31, 2023</b>	<b>\$ 68,698,440</b>	<b>\$ 34,982</b>	<b>\$ 68,733,422</b>

See notes to consolidated financial statements.

Flintco, LLC and Subsidiaries

Consolidated Statements of Cash Flows  
Years Ended December 31, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Net income	\$ 7,642,226	\$ 7,383,426
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	2,184,153	1,741,326
Gain on disposal of property and equipment	(311,588)	(364,066)
Deferred income taxes	(2,887,337)	(2,625,400)
Income from unconsolidated joint ventures	(48,322)	(67,943)
Non-cash lease expense	45,881	1,676,626
Deferred compensation	1,322,827	312,728
Changes in operating assets and liabilities:		
Accounts receivable	(88,668,873)	(63,082,160)
Income taxes	2,675,866	2,897,480
Contracts in progress	17,377,642	8,739,330
Other assets	(170,124)	(88,250)
Accounts payable and accrued expenses	95,086,490	46,949,391
<b>Net cash provided by operating activities</b>	<b>34,248,841</b>	<b>3,472,488</b>
Cash flows from investing activities:		
Proceeds from disposal of property and equipment	441,091	392,871
Purchases of property and equipment	(10,507,120)	(4,032,772)
Life insurance premiums paid	(1,048,737)	(264,910)
Distributions from unconsolidated joint ventures	1,000,000	56,389
<b>Net cash used in investing activities</b>	<b>(10,114,766)</b>	<b>(3,848,422)</b>
Cash flows from financing activities:		
Contribution from member	10,000,000	-
Distributions to noncontrolling interest	(113,740)	(800,000)
<b>Net cash used in financing activities</b>	<b>9,886,260</b>	<b>(800,000)</b>
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>34,020,335</b>	<b>(1,175,934)</b>
Cash and cash equivalents, beginning of year	79,829,149	81,005,083
Cash and cash equivalents, end of year	<b>\$ 113,849,484</b>	<b>\$ 79,829,149</b>
Supplemental disclosures of cash flow information:		
Cash paid for taxes	<b>\$ 874,039</b>	<b>\$ 678,518</b>

See notes to consolidated financial statements.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Operations and Significant Accounting Policies

**Nature of operations:** Flintco, LLC (Flintco or the Company), a wholly owned subsidiary of AIH, LLC (AIH) of St. Louis, Missouri, is a general contractor and provides professional construction services, including preconstruction analysis, construction management, design/build and general contracting to its customers located throughout the United States of America. The Company operates from its headquarters in Tulsa, Oklahoma, and offices throughout North America. Flintco's business activities are concentrated in Oklahoma, Tennessee, Arkansas, Colorado and Texas.

In connection with its normal construction activities, the Company may be required to acquire performance and payment bonds. The surety issuing the bonds has recourse against the Company's assets in the event the surety is required to honor the bonds.

The Company provides credit on terms established by management, which are consistent with industry practices. The Company conducts significant business with major customers. Due to the nature of the business, these major customers vary from year to year.

**Principles of consolidation:** The consolidated financial statements (collectively, the financial statements) include the accounts of Flintco and its wholly owned subsidiaries, Flintco West, Inc., and Flintco Residential, LLC, and the accounts of Cooper Flintco LLC, for which the Company has a 49% interest, and Tulsa Vision Builders, for which the Company has a 50% interest. Management has concluded that both Cooper Flintco LLC and Tulsa Vision Builders are variable interest entities (VIE) and that the Company is the primary beneficiary (see Note 4). All material intercompany transactions and account balances have been eliminated in consolidation.

**Revenue and cost recognition:** The Company's revenue is primarily derived from multiyear fixed-price, cost-plus-fee and guaranteed maximum-price construction contracts. The Company recognizes revenue in accordance with Accounting Standards Codification (ASC) Topic 606, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract.
- Identify performance obligations.
- Determine the transaction price.
- Allocate the transaction price.
- Recognize revenue.

The Company's customers consist of government agencies and private customers, primarily located in the United States of America. For government contracts, future cash flows depend on the Company's ability to continue to obtain federal, state and local government contracts, and indirectly on the amount of funding available to these agencies for new and current government projects. Therefore, a portion of the Company's operations is dependent upon the level and timing of government funding. For private customers, statutory mechanics liens provide the Company relatively high priority in the event of lien foreclosures, thus minimizing credit risk.

The Company has elected, as a practical expedient, the accounting policy under which it excludes from the transaction price taxes it collects from its customers that were assessed by government authority on (or contemporaneous with) the entity's revenue-generating transactions with its customers. The Company therefore reports sales net of sales tax.

The Company's construction contracts include multiple promises, which management reviews at contract inception to determine whether they represent multiple performance obligations. This review consists of determining whether promises or groups of promises are capable of being distinct and distinct within the context of the contract. Management has concluded the Company's construction contracts are considered to have a single performance obligation because the Company provides a significant service of integrating a complex set of tasks and components into a single asset. Some contracts include multiple projects that are separately identifiable (e.g., multiple buildings or sites) or include elements not related to the design and/or building aspects of the contract. These contracts typically are considered to have multiple performance obligations even when they are part of a single contract.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Operations and Significant Accounting Policies (Continued)

When a contract has multiple performance obligations, the transaction price is allocated to each performance obligation based on estimated relative stand-alone selling prices of the goods or services at the inception of the contract. In most cases, the Company does not sell the distinct good or service on a stand-alone basis and instead estimates the stand-alone selling price of each distinct good or service in the contract. The primary method used to estimate the stand-alone selling price is the expected-cost-plus-a-margin approach, under which management forecasts expected costs of satisfying a performance obligation and then add an appropriate margin.

The Company generally provides limited-assurance-type warranties for work performed under its construction contracts. The warranty periods typically extend for a limited duration following substantial completion of the Company's work on a project. Historically, warranty claims have not resulted in material costs incurred. The Company does not consider these warranties to be separate performance obligations.

When multiple contracts are entered into under a single master agreement, management reviews the contracts to determine whether (a) the contracts are negotiated as a package with a single commercial objective, (b) the amount of consideration paid in one contract depends on the price or performance in the other contract and (c) the goods or services promised in the contracts are a single performance obligation. If one of these three conditions is met, the contracts are combined and accounted for as a single contract.

Management has concluded performance obligations related to these contracts are satisfied over time because the Company's performance typically creates or enhances an asset that the customer controls as the asset is created or enhanced. The Company recognizes revenue as performance obligations are satisfied and control of the promised good and/or service is transferred to the customer. The Company measures the progress toward complete satisfaction of the performance obligation(s) using an input (i.e., cost-to-cost) method. Under the cost-to-cost method, costs incurred to date are generally the best depiction of transfer of control.

The consideration promised within a contract with a customer may include both fixed amounts and variable amounts (e.g., bonuses/incentives, penalties/liquidated damages and returns) to the extent that it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. Management estimates the amount of variable consideration at the most likely amount to which the Company expects to be entitled based on an assessment of legal enforceability, anticipated performance and any other information (historical, current or forecasted) that is reasonably available.

Subsequent to the inception of a contract, the transaction price may change for various reasons, including the executed or estimated amount of change orders, contract modifications, claims to or from customers and back-charge recoveries. On certain projects, the Company may have submitted and have pending unresolved contract modifications and claims to recover additional costs and the associated profit, if applicable, to which the Company believes it is entitled under the terms of contracts with customers. The customers or their authorized representatives may be in partial or full agreement with the modifications or affirmative claims, or may have rejected or disagree entirely or partially as to such entitlement.

Recognizing changes in the transaction price requires significant judgments of various factors including, but not limited to, dispute resolution developments and outcomes, anticipated negotiation results and the cost of resolving such matters. If the transaction price is changed and no additional distinct goods or services are added, the effect of a change in the transaction price and the Company's measure of progress for the performance obligation to which it relates is recognized as an adjustment to revenue on a cumulative catch-up basis. When a contract is modified to deliver additional goods or services that are distinct and the increase in price of the contract is for the same amount as the stand-alone selling price of the additional goods or services included in the modification, the modification is accounted for as a separate contract.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Operations and Significant Accounting Policies (Continued)

The accuracy of the Company's revenue and profit recognition in a given period depends on the accuracy of management's estimates of the cost to complete each project. There are a number of factors that can contribute to changes in estimates of contract cost and profitability, including the completeness and accuracy of the original bid, scope changes and changes from the original design, changes in the costs of labor and/or materials, owner changes, weather, site conditions, subcontractor performance issues, and other delays. The foregoing factors, as well as the stage of completion of contracts in process and the mix of contracts at different margins, may cause fluctuations in gross profit and gross profit margin from period to period, which may have a significant impact on the financial statements.

In accordance with industry practice, the Company classifies all contract-related assets and liabilities as current under the operating cycle of the Company, a portion of which may not be realized within one year. Contract-related assets and liabilities include trade and retainage receivable, trade and retainage payable, costs and estimated earnings in excess of billings on uncompleted contracts, and billings in excess of costs and estimated earnings on uncompleted contracts.

Billing practices are governed by the contract terms and the resulting accounts receivable are recorded when the Company obtains an unconditional right to payment under the terms of the contracts. Retentions receivable, a component of accounts receivable, represents the amount withheld from billings by the Company's customers until the end of the project or some other specified period of time, pursuant to provisions in the contract.

Management determines an allowance for credit loss by evaluating individual contracts and considering a customer's financial condition, lien rights and current economic conditions. As of January 1, 2023, the Company adopted a new accounting standard under US GAAP that replaced the incurred loss model for measuring the allowance for credit losses with a new model that reflects current expected credit losses (CECL). Contract receivables are written off when deemed uncollectible. Subsequent recoveries, if any, are credited to the allowance. The allowance for credit loss is evaluated on a regular basis by management and is based on losses that are expected to occur. At December 31, 2023 and 2022, management concluded no allowance for credit loss is necessary.

Contract assets are classified on the consolidated balance sheets as "costs and estimated earnings in excess of billings on uncompleted contracts" and represent revenues recognized in excess of amounts billed or available to be billed where the right to payment is not unconditional. Contract liabilities are classified on the consolidated balance sheets as "billings in excess of costs and estimated earnings on uncompleted contracts" and represent billings in excess of revenues recognized.

All contract costs, including those associated with change orders, unresolved contract modifications, claims to or from customers, and back-charge recoveries, are recorded as incurred, and revisions to estimated total costs are reflected as soon as the obligation to perform is determined. Contract costs include all direct labor, material, subcontractors, equipment and indirect costs related to contract performance. General and administrative expenses are charged to operations as incurred. The Company recognizes revenue, but not profit, on certain significant uninstalled materials that are not specifically produced, fabricated or constructed for a project. Revenue related to these uninstalled materials is recognized when the cost is incurred (when control is transferred).

Costs to obtain contracts (pre-bid costs) that are not expected to be recovered from the customer are expensed as incurred and included in general and administrative expenses on the Company's consolidated statements of income. Pre-bid costs that are explicitly chargeable to the customer even if the contract is not obtained are included in accounts receivable on the Company's consolidated balance sheets.

**Use of estimates:** The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Operations and Significant Accounting Policies (Continued)

**Cash and cash equivalents and credit risk:** The Company considers all highly liquid investments with original maturities of three months or less at the date of purchase to be cash equivalents. The Company maintains cash in bank accounts that, at various times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

**Joint ventures:** The Company has ownership interests in partnerships and limited liability companies with other construction companies, which were formed to bid, negotiate and complete specific projects. These entities are referred to as joint ventures (JVs) throughout these financial statements. These investments are classified as current assets, since the ventures are expected to be completed within the Company's operating cycle. Investments are either consolidated (see below) or accounted for by the equity method, unless the Company does not possess the ability to control or significantly influence the JV. For investments accounted for by the equity method, the Company's proportionate share of the unconsolidated JVs' construction revenue, cost of revenue, and gross profit (loss) is included in the consolidated statements of income.

**Variable interest entities:** The Company evaluates each JV to determine if the investment is a VIE and if it should be consolidated in the financial statements of the Company. The Company uses a qualitative approach in assessing the consolidation requirement for VIEs. This approach focuses on determining whether the Company has the power to direct the activities of the VIE that most significantly affect the VIE's economic performance and whether the Company has the obligation to absorb losses or the right to receive benefits that could potentially be significant to the VIE. Factors that are considered include: (1) the structure of the entity, (2) agreements in place, (3) evaluation of the level of equity investment to determine if it is sufficient to permit the entity to conduct its activities without additional subordinated financial support, (4) the ability of the equity investors to control the significant economic performance of the entity and (5) the ability of the owners to absorb expected losses and receive residual returns. VIEs where the Company controls the power to direct the activities that most significantly impact the economic performance are consolidated, whereas those where the Company lacks such power are not consolidated.

**Property and equipment:** Property and equipment is recorded at cost less depreciation. Depreciation is calculated on the straight-line method over the estimated useful lives of the assets. Repairs and maintenance costs are charged to operations as incurred. The assets are depreciated over estimated useful lives as follows:

	<u>Years</u>
Construction equipment and machinery	5
Transportation and office equipment	3-5
Buildings and improvements	39
Office equipment	3-7

**Long-lived assets:** Long-lived assets, consisting principally of property and equipment, are reviewed for impairment when events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If impairment indicators are present and the estimated undiscounted future cash flows are less than the carrying value of the assets, the carrying value of the assets may require a reduction to their estimated fair value, as measured by discounted cash flows or appraised values. Management has determined that there were no impairment charges required as of December 31, 2023 and 2022.

**Income taxes:** The Company is formed as a limited liability company and has elected to be taxable as a C corporation. The Company files its federal and several combined/unitary state income tax returns with its parent and other wholly owned subsidiaries as part of a consolidated group. Income tax expense or benefit on the consolidated group returns is allocated to the Company from its parent based on the amount of income tax expense the Company would incur if it filed its income tax returns separately.

In addition to the combined/unitary returns filed with its parent, the Company also files state and local tax returns separately on a stand-alone basis. Amounts due to or from state taxing authorities not filed as part of the consolidated group return are reported as income tax receivable or payable on the consolidated balance sheets.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Operations and Significant Accounting Policies (Continued)

Deferred taxes are provided on a liability method, whereby deferred tax assets are recognized for deductible temporary differences, operating losses and tax credit carryforwards, and deferred tax liabilities are recognized for taxable temporary differences created by both the stand-alone and consolidated group tax returns. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

The Company follows the accounting standard on accounting for uncertainty in income taxes, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under this guidance, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

**Loss contingencies:** Certain conditions may exist as of the date the financial statements are issued that may result in a loss to the Company, but which will only be resolved when one or more future events occur or fail to occur.

The Company's management and its legal counsel assess such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company's legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims, as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in the Company's financial statements. If the assessment indicates that a potentially material loss contingency is not probable, but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed.

**Leases:** For leases with a term of twelve months or more, the Company recognizes right-of-use (ROU) assets and lease obligations based on the present value of lease payments over the lease term at the commencement date of the lease. The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. The Company has elected not to recognize ROU assets and lease obligations for leases with a term of twelve months or less.

Future lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index). Variable lease payments that fluctuate after the commencement date for reasons other than a change in an index or rate are recorded as variable lease expenses in the period incurred. Fees for terminating a lease are included in the lease payments only when it is probable the charges will be incurred.

The Company's leases may include non-lease components representing additional services transferred to the Company, such as common area maintenance for real estate. The Company made an accounting policy election to account for each separate lease component and any non-lease components associated with a lease component as a single lease component. Non-lease components that are variable in nature are recorded in variable lease expense in the period incurred.

The Company has made an accounting policy election to use a risk-free discount rate to compute the present value for all of its lease arrangements, determined using a period comparable with that of the lease term. The risk-free discount rates were obtained using U.S. Treasury securities as posted on the Federal Reserve website.

**Reclassification:** Certain reclassifications have been made to the 2022 financial statements and related notes to conform to the 2023 presentation. These reclassifications had no effect on previously reported member's equity or net income (loss).

**Subsequent events:** Management has evaluated subsequent events through March 15, 2024, the date the financial statements were available to be issued.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

#### Note 2. Accounts Receivable and Accounts Payable

The following details the components of accounts receivable at December 31, 2023 and 2022:

	2023	2022
Accounts receivable:		
Current	\$ 147,639,833	\$ 133,211,809
Retentions	135,701,255	85,801,929
Unbilled	62,595,771	49,670,655
	<u>\$ 345,936,859</u>	<u>\$ 268,684,393</u>

The following details the components of accounts payable at December 31, 2023 and 2022:

	2023	2022
Accounts payable:		
Current	\$ 241,548,667	\$ 194,904,398
Retentions	112,258,569	74,569,603
	<u>\$ 353,807,236</u>	<u>\$ 269,474,001</u>

#### Note 3. Uncompleted Contracts

The following summarizes the Company's costs, estimated earnings, and billings on uncompleted contracts at December 31, 2023 and 2022:

	2023	2022
Costs incurred on uncompleted contracts	\$ 3,431,885,067	\$ 3,272,110,029
Estimated earnings	101,706,646	75,525,148
	<u>3,533,591,713</u>	<u>3,347,635,177</u>
Less billings to date	(3,605,499,266)	(3,402,165,088)
	<u>\$ (71,907,553)</u>	<u>\$ (54,529,911)</u>

These amounts are shown in the accompanying consolidated balance sheets as follows at December 31, 2023 and 2022:

	2023	2022
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 14,594,544	\$ 12,489,312
Billings in excess of costs and estimated earnings on uncompleted contracts	(86,502,097)	(67,019,223)
	<u>\$ (71,907,553)</u>	<u>\$ (54,529,911)</u>

#### Note 4. Variable Interest Entities and Investments in Joint Ventures

The Company's investment in unconsolidated joint ventures at December 31, 2023 and 2022, amounted to approximately \$267,000 and \$1,219,000, respectively.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

#### Note 4. Variable Interest Entities and Investments in Joint Ventures (Continued)

**Unconsolidated variable interest entities:** The Company has determined the JVs of Centennial Builders (50%), Welty Flintco (50%) and Red Sun Flintco (49%) as VIEs. VIEs are generally thinly capitalized, but are able to fund themselves through cash flows from operations. The Company determined that it holds a variable interest in these entities through their ownership interest, but is not the primary beneficiary and is not required to consolidate. The Company's exposure to loss as a result of its involvement with the VIEs generally corresponds to the value of the respective underlying construction contract. The formation agreement that governs the JVs includes provisions, which require that additional contributions will be made by the venture partners if needed, including possible losses on underlying contracts. The Company's investments in the VIEs are accounted for by the equity method, as the Company possesses the ability to significantly influence the JVs. The Company's proportionate share of the unconsolidated JVs' construction revenue, cost of revenue, and gross profit (loss) is included in the consolidated statements of income.

The condensed unaudited balance sheets of the unconsolidated JVs at December 31, 2023 and 2022, are summarized as follows:

	2023	2022
<b>Assets:</b>		
Cash	\$ 1,252,348	\$ 3,206,435
Accounts receivable	5,245	-
Total assets	<u>\$ 1,257,593</u>	<u>\$ 3,206,435</u>
<b>Liabilities:</b>		
Accounts payable, inclusive of retention	\$ 2,572	\$ 2,572
Accrued expenses	(1,985)	730
Billings in excess of costs and estimated earnings	722,052	764,823
<b>Equity:</b>		
Flintco's interest	267,477	1,219,155
Other investors	267,477	1,219,155
Total liabilities and equity	<u>\$ 1,257,593</u>	<u>\$ 3,206,435</u>

The unaudited results of operations for the JVs for the years ended December 31, 2023 and 2022, which are reflected in these financial statements at the Company's proportionate share, are as follows:

	2023	2022
<b>Results of operations:</b>		
Contract revenues	\$ 24,008	\$ 1,003,557
Cost of contracts	20,330	936,688
Gross profit	3,678	66,869
<b>Operating income</b>	<u>44,644</u>	<u>1,074</u>
<b>Income before taxes</b>	<u>\$ 48,322</u>	<u>\$ 67,943</u>

**Consolidated joint ventures:** The Company's 49% investment in Cooper Flintco LLC (Cooper) and 50% investment in Tulsa Vision Builders were evaluated against the criteria for consolidation and determined that the investments are VIEs and the Company is the primary beneficiary of both Cooper and Tulsa based on the powers granted to it in the respective JV agreements. The Company's exposure to loss as a result of its involvement with both Cooper and Tulsa generally corresponds to the value of the underlying construction contract.

The formation agreement that governs the joint ventures includes provisions that require that additional contributions will be made by the venture partners if needed, including possible losses on the underlying contract. The assets of the VIEs can only be used to settle the obligations of the joint venture, which relate specifically to the underlying contract. The creditors of the VIEs do not have recourse to the general credit of Flintco, LLC and Subsidiaries.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

#### Note 4. Variable Interest Entities and Investments in Joint Ventures (Continued)

The condensed balances of the consolidated joint ventures, which were determined to be VIEs for which Flintco, LLC is the primary beneficiary, at December 31, 2023 and 2022, are summarized as follows:

	2023	2022
<b>Assets:</b>		
Cash	\$ 80,418	\$ 697,624
Total assets	<u>\$ 80,418</u>	<u>\$ 697,624</u>
<b>Liabilities:</b>		
Accounts payable, inclusive of retention	\$ 5,493	\$ 33,221
Accrued expenses	-	126
<b>Equity:</b>		
Flintco's interest	39,943	512,605
Other investors	34,982	151,672
Total liabilities and equity	<u>\$ 80,418</u>	<u>\$ 697,624</u>

The results of operations for the consolidated joint ventures, which were determined to be VIEs for which Flintco, LLC is the primary beneficiary, for the years ended December 31, 2023 and 2022, are as follows:

	2023	2022
<b>Results of operations:</b>		
Contract revenues	\$ 114,856	\$ 560,839
Cost of contracts	136,360	489,929
Gross profit (loss)	<u>(21,504)</u>	<u>70,910</u>
Operating expense	<u>15,651</u>	<u>(14,936)</u>
Income (expense) before taxes	<u>\$ (5,853)</u>	<u>\$ 55,974</u>

#### Note 5. Credit Agreement and Letters of Credit

**Credit agreement:** Alberici Corporation, parent of AIH, has a revolving credit agreement with a consortium of banks that provides for borrowings up to \$100,000,000. Interest is charged on outstanding borrowings based on published prime commercial rates plus an applicable margin, as defined in the agreement. The revolving credit agreement is secured by substantially all assets of Alberici Corporation and its subsidiaries, including those of the Company, and expires on July 1, 2027, if not renewed. There were no outstanding borrowings at December 31, 2023 and 2022, by either the Company, its parent, or affiliates.

**Letters of credit:** Letters of credit issued to Alberici Corporation and its subsidiaries reduce the borrowing capacity of the revolving credit facility. The Company had letters of credit outstanding of approximately \$1,982,000 and \$2,002,000 at December 31, 2023 and 2022, respectively.

Alberici Corporation and its subsidiaries had unused borrowing capacity under the credit agreement of approximately \$97,200,000 and \$97,180,000 as of December 31, 2023 and 2022, respectively.

The credit agreement requires Alberici Corporation and its subsidiaries to comply with selected covenants, including the maintenance of minimum net worth restrictions.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 6. Retirement Plans

The Company maintains 401(k) savings plans for all eligible employees. The Company matches 100% of the first 3% and 50% of the next 2% of participant contributions. All matching contributions are 100% vested immediately. Company contributions to the employee savings plan were approximately \$2,920,000 and \$2,738,000 for the years ended December 31, 2023 and 2022, respectively.

#### Note 7. Related-Party Transactions

**Administrative:** Alberici Corporation and Subsidiaries incur and pay certain expenses benefiting the Company, including administrative salaries, insurance, taxes, fringe benefits and professional fees. These expenses are allocated on a systematic basis, which are updated annually and billed to each respective company. Amounts paid to this affiliate for allocated expenses were approximately \$28,843,000 and \$33,272,000 in 2023 and 2022, respectively.

**Note receivable:** During 2017, the Company entered into a revolving credit agreement with Alberici Corporation to lend up to \$30,000,000. During 2021, the revolving credit agreement was amended to increase the borrowing capacity up to \$50,000,000. There was \$33,250,000 outstanding on the note receivable as of December 31, 2023 and 2022. Amounts outstanding are due and payable upon demand and the revolving credit agreement matures on March 31, 2027. Interest is charged on outstanding borrowings based on published prime commercial rates. The Company recognized interest income on the note receivable of approximately \$2,800,000 and \$1,617,000 for the years ended December 31, 2023 and 2022, respectively.

#### Note 8. Leases

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. Under ASC 842, a contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the customer obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company's lease arrangements consist primarily of general office and warehouse space for use in operations. Several of these leases include options to renew, generally at Company's sole discretion, with renewal terms that can extend the lease term. These options to extend a lease are included in the lease terms when it is reasonably certain that the Company will exercise the option.

All of the Company's lease arrangements as of and during the years ending December 31, 2023 and 2022, were classified as operating leases.

Lease cost is recognized on a straight-line basis over the lease term. The components of lease expense for the years ending at December 31, 2023 and 2022, are as follows:

	2023	2022
Operating lease cost	\$ 1,523,033	\$ 1,380,191
Short-term lease cost	6,900,125	6,761,678
Total lease cost	<u>\$ 8,423,158</u>	<u>\$ 8,141,869</u>

Cash paid for amounts included in the measurement of operating lease obligations were approximately \$1,457,000 and \$1,304,000 for the years ended December 31, 2023 and 2022, respectively.

The weighted-average remaining lease term was approximately 7.4 years and 8.1 years, and the weighted-average discount rate was approximately 2.7% and 2.6% as of December 31, 2023 and 2022, respectively.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

#### Note 8. Leases (Continued)

Future undiscounted cash flows for each of the next five years and thereafter and reconciliation to the lease obligations recognized on the balance sheet as of December 31, 2023, is as follows:

Years ending December 31:		
2024	\$	1,723,903
2025		1,663,048
2026		1,168,840
2027		1,146,007
2028		941,596
Thereafter		3,197,161
Total lease payments		<u>9,840,555</u>
Less imputed interest		<u>(982,657)</u>
Total present value of lease liabilities	\$	<u>8,857,898</u>

#### Note 9. Income Taxes

The components of the income tax provision consisted of the following for the years ended December 31, 2023 and 2022:

	2023	2022
Current—U.S. federal and state benefit	\$ 6,211,502	\$ 4,635,866
Deferred—U.S. federal and state provision	(2,887,333)	(2,625,408)
Provision for income taxes	<u>\$ 3,324,169</u>	<u>\$ 2,010,458</u>

The Company's effective tax rate differs from the statutory rate for the years ended December 31, 2023 and 2022, primarily due to nondeductible expenses, state taxes and other provision-to-return adjustments.

These financial statements include 100% of the income of JVs, with the noncontrolling interest shown as a separate line item. The income on these JVs is taxable directly to the partners and, accordingly, there is no provision for income tax on the noncontrolling interest portion of the JVs' income.

Deferred income taxes are provided for temporary differences in reporting for financial statement and income tax purposes. The components giving rise to deferred taxes as of December 31, 2023 and 2022, are as follows:

	2023	2022
Deferred tax assets:		
Uncompleted construction contracts	\$ 1,816,463	\$ 534,273
Accrued expenses	5,404,553	4,338,782
Research and experimentation costs	3,619,562	3,307,382
Other	748,684	600,993
	<u>11,589,262</u>	<u>8,781,430</u>
Deferred tax liabilities:		
Equipment	(371,029)	(450,534)
	<u>\$ 11,218,233</u>	<u>\$ 8,330,896</u>

In assessing the realization of deferred tax assets, the Company considers whether it is more likely than not that some portion of the deferred tax asset will not be realized. The ultimate realization of deferred tax assets is dependent upon the scheduled reversal of deferred tax liabilities and generation of future taxable income during the periods in which the deferred tax assets become deductible. As of December 31, 2023 and 2022, the Company did not consider a valuation allowance necessary against deferred tax assets as the Company projects future taxable income over the periods the deferred tax assets are deductible, and the availability of gross deferred tax liabilities to offset gross deferred tax assets will provide for realization of the recognized deferred tax assets.

# **Flintco, LLC and Subsidiaries**

Consolidated Financial Report  
December 31, 2022

## Contents

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RSM US LLP

## Independent Auditor's Report

Board of Directors and Member  
Flintco, LLC and Subsidiaries

### Opinion

We have audited the consolidated financial statements of Flintco, LLC and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2022 and 2021, the related consolidated statements of income, member's equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

*RSM US LLP*

St. Louis, Missouri  
March 9, 2023

**Flintco, LLC and Subsidiaries**

**Consolidated Balance Sheets  
December 31, 2022 and 2021**

	2022	2021
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 79,829,149	\$ 81,005,083
Accounts receivable	268,684,393	206,827,162
Accounts receivable, affiliates	10,068,610	8,843,681
Note receivable, affiliate	33,250,000	33,250,000
Costs and estimated earnings in excess of billings on uncompleted contracts	12,489,312	12,295,061
Investments in unconsolidated joint ventures	1,219,155	1,207,601
Other current assets	257,096	168,846
<b>Total current assets</b>	<b>405,797,715</b>	<b>343,597,434</b>
Other assets:		
Cash surrender value of life insurance	3,878,488	3,613,578
Deferred income taxes	8,330,896	5,705,496
Right-of-use assets	8,217,736	-
<b>Total other assets</b>	<b>20,427,120</b>	<b>9,319,074</b>
Property and equipment:		
Construction equipment and machinery	6,502,754	3,226,136
Transportation equipment	6,664,536	6,798,147
Office equipment	323,849	323,849
	<u>13,491,139</u>	<u>10,348,132</u>
Less accumulated depreciation	<u>(6,433,219)</u>	<u>(5,552,853)</u>
	<u>7,057,920</u>	<u>4,795,279</u>
	<u>\$ 433,282,755</u>	<u>\$ 357,711,787</u>

See notes to consolidated financial statements.

**Flintco, LLC and Subsidiaries**

**Consolidated Balance Sheets (Continued)  
December 31, 2022 and 2021**

	2022	2021
<b>Liabilities and Member's Equity</b>		
Current liabilities:		
Accounts payable	\$ 234,760,342	\$ 208,132,039
Accounts payable, affiliates	5,427,251	6,529,946
Accrued expenses	55,705,795	34,282,012
Billings in excess of costs and estimated earnings on uncompleted contracts	67,019,223	58,085,642
Current portion of lease obligation	1,269,953	-
Income tax payable	4,492,787	1,595,307
<b>Total current liabilities</b>	<b>368,675,351</b>	<b>308,624,946</b>
Other liabilities:		
Deferred compensation	4,778,059	4,465,331
Lease obligation, less current portion	8,624,409	-
	<b>13,402,468</b>	<b>4,465,331</b>
Member's equity:		
Member's equity	51,053,264	43,698,336
Noncontrolling interest in consolidated joint venture	151,672	923,174
	<b>51,204,936</b>	<b>44,621,510</b>
	<b>\$ 433,282,755</b>	<b>\$ 357,711,787</b>

See notes to consolidated financial statements.

**Flintco, LLC and Subsidiaries**

**Consolidated Statements of Income  
Years Ended December 31, 2022 and 2021**

	2022	2021
Contract revenues earned	\$ 1,097,982,846	\$ 1,025,131,325
Cost of contract revenues earned	1,054,078,662	985,048,272
<b>Gross profit</b>	<b>43,904,184</b>	<b>40,083,053</b>
Operating expense	34,510,300	33,598,427
<b>Income before provision for income taxes</b>	<b>9,393,884</b>	<b>6,484,626</b>
Provision for income taxes	2,010,458	1,859,058
<b>Net income</b>	<b>7,383,426</b>	<b>4,625,568</b>
Less net income attributable to noncontrolling interests	28,498	217,421
<b>Net income attributable to Flintco, LLC</b>	<b>\$ 7,354,928</b>	<b>\$ 4,408,147</b>

See notes to consolidated financial statements.

**Flintco, LLC and Subsidiaries**

**Consolidated Statements of Member's Equity  
Years Ended December 31, 2022 and 2021**

	Member's Equity	Noncontrolling Interest	Total Member's Equity
Balance, December 31, 2020	\$ 39,290,189	\$ 789,210	\$ 40,079,399
Net income	4,408,147	217,421	4,625,568
Distribution to noncontrolling interest	-	(83,457)	(83,457)
Balance, December 31, 2021	43,698,336	923,174	44,621,510
Net income	7,354,928	28,498	7,383,426
Distribution to noncontrolling interest	-	(800,000)	(800,000)
<b>Balance, December 31, 2022</b>	<b>\$ 51,053,264</b>	<b>\$ 151,672</b>	<b>\$ 51,204,936</b>

See notes to consolidated financial statements.

Flintco, LLC and Subsidiaries

Consolidated Statements of Cash Flows  
Years Ended December 31, 2022 and 2021

	2022	2021
Cash flows from operating activities:		
Net income	\$ 7,383,426	\$ 4,625,568
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	1,741,326	1,469,672
Gain on disposal of property and equipment	(364,066)	(538,282)
Deferred income taxes	(2,625,400)	(194,378)
Income from unconsolidated joint ventures	(67,943)	(187,979)
Non-cash lease expense	1,676,626	-
Deferred compensation	312,728	88,394
Changes in operating assets and liabilities:		
Accounts receivable	(63,082,160)	17,290,699
Income taxes	2,897,480	(797,128)
Contracts in progress	8,739,330	2,700,767
Other assets	(88,250)	8,251
Accounts payable and accrued expenses	46,949,391	(17,248,214)
<b>Net cash provided by operating activities</b>	<b>3,472,488</b>	<b>7,217,370</b>
Cash flows from investing activities:		
Proceeds from disposal of property and equipment	392,871	630,032
Purchases of property and equipment	(4,032,772)	(2,521,392)
Life insurance premiums paid	(264,910)	(100,666)
Loan to affiliate	-	(8,000,000)
Distributions from unconsolidated joint ventures	56,389	282,554
<b>Net cash used in investing activities</b>	<b>(3,848,422)</b>	<b>(9,709,472)</b>
Cash flows from financing activities:		
Distributions to noncontrolling interest	(800,000)	(83,457)
<b>Net cash used in financing activities</b>	<b>(800,000)</b>	<b>(83,457)</b>
<b>Net decrease in cash and cash equivalents</b>	<b>(1,175,934)</b>	<b>(2,575,559)</b>
Cash and cash equivalents, beginning of year	81,005,083	83,580,642
Cash and cash equivalents, end of year	<u>\$ 79,829,149</u>	<u>\$ 81,005,083</u>
Supplemental disclosures of cash flow information:		
Cash paid for taxes	<u>\$ 678,518</u>	<u>\$ 593,486</u>

See notes to consolidated financial statements.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Operations and Significant Accounting Policies

**Nature of operations:** Flintco, LLC (Flintco or the Company), a wholly owned subsidiary of AIH, LLC (AIH) of St. Louis, Missouri, is a general contractor and provides professional construction services, including preconstruction analysis, construction management, design/build and general contracting to its customers located throughout the United States of America. The Company operates from its headquarters in Tulsa, Oklahoma, and offices throughout North America. Flintco's business activities are concentrated in Oklahoma, Tennessee, Arkansas, Colorado and Texas.

In connection with its normal construction activities, the Company may be required to acquire performance and payment bonds. The surety issuing the bonds has recourse against the Company's assets in the event the surety is required to honor the bonds.

The Company provides credit on terms established by management, which are consistent with industry practices. The Company conducts significant business with major customers. Due to the nature of the business, these major customers vary from year to year.

**Principles of consolidation:** The consolidated financial statements (collectively, the financial statements) include the accounts of Flintco and its wholly owned subsidiaries, Flintco West, Inc., and Flintco Residential, LLC, and the accounts of Cooper Flintco LLC, for which the Company has a 49% interest, and Tulsa Vision Builders, for which the Company has a 50% interest. Management has concluded that both Cooper Flintco LLC and Tulsa Vision Builders are variable interest entities (VIE) and that the Company is the primary beneficiary (see Note 4). All material intercompany transactions and account balances have been eliminated in consolidation.

**Revenue and cost recognition:** The Company's revenue is primarily derived from multiyear fixed-price, cost-plus-fee and guaranteed maximum-price construction contracts. The Company recognizes revenue in accordance with Accounting Standards Codification (ASC) Topic 606, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract.
- Identify performance obligations.
- Determine the transaction price.
- Allocate the transaction price.
- Recognize revenue.

The Company's customers consist of government agencies and private customers, primarily located in the United States of America. For government contracts, future cash flows depend on the Company's ability to continue to obtain federal, state and local government contracts, and indirectly on the amount of funding available to these agencies for new and current government projects. Therefore, a portion of the Company's operations is dependent upon the level and timing of government funding. For private customers, statutory mechanics liens provide the Company relatively high priority in the event of lien foreclosures, thus minimizing credit risk.

The Company has elected, as a practical expedient, the accounting policy under which it excludes from the transaction price taxes it collects from its customers that were assessed by government authority on (or contemporaneous with) the entity's revenue-generating transactions with its customers. The Company therefore reports sales net of sales tax.

The Company's construction contracts include multiple promises, which management reviews at contract inception to determine whether they represent multiple performance obligations. This review consists of determining whether promises or groups of promises are capable of being distinct and distinct within the context of the contract. Management has concluded the Company's construction contracts are considered to have a single performance obligation because the Company provides a significant service of integrating a complex set of tasks and components into a single asset. Some contracts include multiple projects that are separately identifiable (e.g., multiple buildings or sites) or include elements not related to the design and/or building aspects of the contract. These contracts typically are considered to have multiple performance obligations even when they are part of a single contract.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Operations and Significant Accounting Policies (Continued)

When a contract has multiple performance obligations, the transaction price is allocated to each performance obligation based on estimated relative stand-alone selling prices of the goods or services at the inception of the contract. In most cases, the Company does not sell the distinct good or service on a stand-alone basis and instead estimates the stand-alone selling price of each distinct good or service in the contract. The primary method used to estimate the stand-alone selling price is the expected-cost-plus-a-margin approach, under which management forecasts expected costs of satisfying a performance obligation and then add an appropriate margin.

The Company generally provides limited-assurance-type warranties for work performed under its construction contracts. The warranty periods typically extend for a limited duration following substantial completion of the Company's work on a project. Historically, warranty claims have not resulted in material costs incurred. The Company does not consider these warranties to be separate performance obligations.

When multiple contracts are entered into under a single master agreement, management reviews the contracts to determine whether (a) the contracts are negotiated as a package with a single commercial objective, (b) the amount of consideration paid in one contract depends on the price or performance in the other contract and (c) the goods or services promised in the contracts are a single performance obligation. If one of these three conditions is met, the contracts are combined and accounted for as a single contract.

Management has concluded performance obligations related to these contracts are satisfied over time because the Company's performance typically creates or enhances an asset that the customer controls as the asset is created or enhanced. The Company recognizes revenue as performance obligations are satisfied and control of the promised good and/or service is transferred to the customer. The Company measures the progress toward complete satisfaction of the performance obligation(s) using an input (i.e., cost-to-cost) method. Under the cost-to-cost method, costs incurred to date are generally the best depiction of transfer of control.

The consideration promised within a contract with a customer may include both fixed amounts and variable amounts (e.g., bonuses/incentives, penalties/liquidated damages and returns) to the extent that it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. Management estimates the amount of variable consideration at the most likely amount to which the Company expects to be entitled based on an assessment of legal enforceability, anticipated performance and any other information (historical, current or forecasted) that is reasonably available.

Subsequent to the inception of a contract, the transaction price may change for various reasons, including the executed or estimated amount of change orders, contract modifications, claims to or from customers and back-charge recoveries. On certain projects, the Company may have submitted and have pending unresolved contract modifications and claims to recover additional costs and the associated profit, if applicable, to which the Company believes it is entitled under the terms of contracts with customers. The customers or their authorized representatives may be in partial or full agreement with the modifications or affirmative claims, or may have rejected or disagree entirely or partially as to such entitlement.

Recognizing changes in the transaction price requires significant judgments of various factors including, but not limited to, dispute resolution developments and outcomes, anticipated negotiation results and the cost of resolving such matters. If the transaction price is changed and no additional distinct goods or services are added, the effect of a change in the transaction price and the Company's measure of progress for the performance obligation to which it relates is recognized as an adjustment to revenue on a cumulative catch-up basis. When a contract is modified to deliver additional goods or services that are distinct and the increase in price of the contract is for the same amount as the stand-alone selling price of the additional goods or services included in the modification, the modification is accounted for as a separate contract.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Operations and Significant Accounting Policies (Continued)

The accuracy of the Company's revenue and profit recognition in a given period depends on the accuracy of management's estimates of the cost to complete each project. There are a number of factors that can contribute to changes in estimates of contract cost and profitability, including the completeness and accuracy of the original bid, scope changes and changes from the original design, changes in the costs of labor and/or materials, owner changes, weather, site conditions, subcontractor performance issues, and other delays. The foregoing factors, as well as the stage of completion of contracts in process and the mix of contracts at different margins, may cause fluctuations in gross profit and gross profit margin from period to period, which may have a significant impact on the financial statements.

In accordance with industry practice, the Company classifies all contract-related assets and liabilities as current under the operating cycle of the Company, a portion of which may not be realized within one year. Contract-related assets and liabilities include trade and retainage receivable, trade and retainage payable, costs and estimated earnings in excess of billings on uncompleted contracts, and billings in excess of costs and estimated earnings on uncompleted contracts.

Billing practices are governed by the contract terms and the resulting accounts receivable are recorded when the Company obtains an unconditional right to payment under the terms of the contracts. Retentions receivable, a component of accounts receivable, represents the amount withheld from billings by the Company's customers until the end of the project or some other specified period of time, pursuant to provisions in the contract.

Management determines an allowance for doubtful accounts by evaluating individual contracts and considering a customer's financial condition, lien rights and current economic conditions. Contract receivables are written off when deemed uncollectible. Subsequent recoveries, if any, are credited to the allowance. The allowance for doubtful accounts is evaluated on a regular basis by management and is based on historical experience and specifically identified questionable receivables. At December 31, 2022 and 2021, management concluded no allowance for doubtful accounts is necessary.

Contract assets are classified on the consolidated balance sheets as "costs and estimated earnings in excess of billings on uncompleted contracts" and represent revenues recognized in excess of amounts billed or available to be billed where the right to payment is not unconditional. Contract liabilities are classified on the consolidated balance sheets as "billings in excess of costs and estimated earnings on uncompleted contracts" and represent billings in excess of revenues recognized.

All contract costs, including those associated with change orders, unresolved contract modifications, claims to or from customers, and back-charge recoveries, are recorded as incurred, and revisions to estimated total costs are reflected as soon as the obligation to perform is determined. Contract costs include all direct labor, material, subcontractors, equipment and indirect costs related to contract performance. General and administrative expenses are charged to operations as incurred. The Company recognizes revenue, but not profit, on certain significant uninstalled materials that are not specifically produced, fabricated or constructed for a project. Revenue related to these uninstalled materials is recognized when the cost is incurred (when control is transferred).

Costs to obtain contracts (pre-bid costs) that are not expected to be recovered from the customer are expensed as incurred and included in general and administrative expenses on the Company's consolidated statements of income. Pre-bid costs that are explicitly chargeable to the customer even if the contract is not obtained are included in accounts receivable on the Company's consolidated balance sheets.

**Use of estimates:** The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Flintco, LLC and Subsidiaries**

**Notes to Consolidated Financial Statements**

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**Note 1. Nature of Operations and Significant Accounting Policies (Continued)**

**Cash and cash equivalents and credit risk:** The Company considers all highly liquid investments with original maturities of three months or less at the date of purchase to be cash equivalents. The Company maintains cash in bank accounts that, at various times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

**Joint ventures:** The Company has ownership interests in partnerships and limited liability companies with other construction companies, which were formed to bid, negotiate and complete specific projects. These entities are referred to as joint ventures (JVs) throughout these financial statements. These investments are classified as current assets, since the ventures are expected to be completed within the Company’s operating cycle. Investments are either consolidated (see below) or accounted for by the equity method, unless the Company does not possess the ability to control or significantly influence the JV. For investments accounted for by the equity method, the Company’s proportionate share of the unconsolidated JVs’ construction revenue, cost of revenue, and gross profit (loss) is included in the consolidated statements of income.

**Variable interest entities:** The Company evaluates each JV to determine if the investment is a VIE and if it should be consolidated in the financial statements of the Company. The Company uses a qualitative approach in assessing the consolidation requirement for VIEs. This approach focuses on determining whether the Company has the power to direct the activities of the VIE that most significantly affect the VIE’s economic performance and whether the Company has the obligation to absorb losses or the right to receive benefits that could potentially be significant to the VIE. Factors that are considered include: (1) the structure of the entity, (2) agreements in place, (3) evaluation of the level of equity investment to determine if it is sufficient to permit the entity to conduct its activities without additional subordinated financial support, (4) the ability of the equity investors to control the significant economic performance of the entity and (5) the ability of the owners to absorb expected losses and receive residual returns. VIEs where the Company controls the power to direct the activities that most significantly impact the economic performance are consolidated, whereas those where the Company lacks such power are not consolidated.

**Property and equipment:** Property and equipment is recorded at cost less depreciation. Depreciation is calculated on the straight-line method over the estimated useful lives of the assets. Repairs and maintenance costs are charged to operations as incurred. The assets are depreciated over estimated useful lives as follows:

	<u>Years</u>
Construction equipment and machinery	5
Transportation and office equipment	3-5

**Long-lived assets:** Long-lived assets, consisting principally of property and equipment, are reviewed for impairment when events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If impairment indicators are present and the estimated undiscounted future cash flows are less than the carrying value of the assets, the carrying value of the assets may require a reduction to their estimated fair value, as measured by discounted cash flows or appraised values. Management has determined that there were no impairment charges required as of December 31, 2022 and 2021.

**Income taxes:** The Company is formed as a limited liability company and has elected to be taxable as a C corporation. The Company files its federal and several combined/unitary state income tax returns with its parent and other wholly owned subsidiaries as part of a consolidated group. Income tax expense or benefit on the consolidated group returns is allocated to the Company from its parent based on the amount of income tax expense the Company would incur if it filed its income tax returns separately.

In addition to the combined/unitary returns filed with its parent, the Company also files state and local tax returns separately on a stand-alone basis. Amounts due to or from state taxing authorities not filed as part of the consolidated group return are reported as income tax receivable or payable on the consolidated balance sheets.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Operations and Significant Accounting Policies (Continued)

Deferred taxes are provided on a liability method, whereby deferred tax assets are recognized for deductible temporary differences, operating losses and tax credit carryforwards, and deferred tax liabilities are recognized for taxable temporary differences created by both the stand-alone and consolidated group tax returns. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

The Company follows the accounting standard on accounting for uncertainty in income taxes, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under this guidance, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

**Loss contingencies:** Certain conditions may exist as of the date the financial statements are issued that may result in a loss to the Company, but which will only be resolved when one or more future events occur or fail to occur.

The Company's management and its legal counsel assess such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company's legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims, as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in the Company's financial statements. If the assessment indicates that a potentially material loss contingency is not probable, but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed.

**Leases:** In February 2016, the FASB issued Accounting Standards Update (ASU) 2016-02, Leases (Topic 842). This comprehensive new standard amends and supersedes existing lease accounting guidance and is intended to increase transparency and comparability among organizations by recognizing right-of-use (ROU) lease assets and lease obligations on the balance sheet and requiring disclosure of key information about leasing arrangements. The Company adopted FASB Accounting Standards Codification (ASC) Topic 842 on January 1, 2022 using the optional transition method to the modified retrospective approach. Under this transition provision, results for reporting periods beginning on January 1, 2022 are presented under ASC 842, while prior period amounts continue to be reported and disclosed in accordance with the Company's historical accounting treatment under the superseded standard.

To reduce the burden of adoption and ongoing compliance with ASC 842, a number of practical expedients and policy elections are available under the new guidance. The Company elected the "package of practical expedients" permitted under the transition guidance, which among other things, does not require reassessment of whether contracts entered into prior to adoption are or contain leases, and allows carryforward of the historical lease classification for existing leases. The Company has not elected to adopt the "hindsight" practical expedient, and therefore will measure the ROU asset and lease obligation using the remaining portion of the lease term at adoption on January 1, 2022.

The Company made an accounting policy election under ASC 842 not to recognize ROU assets and lease obligations for leases with a term of twelve months or less. For all other leases, the Company recognizes ROU assets and lease obligations based on the present value of lease payments over the lease term at the commencement date of the lease (or January 1, 2022 for existing leases upon the adoption of the new standard). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Operations and Significant Accounting Policies (Continued)

Future lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index). Variable lease payments that fluctuate after the commencement date for reasons other than a change in an index or rate are recorded as variable lease expenses in the period incurred. Fees for terminating a lease are included in the lease payments only when it is probable the charges will be incurred.

The Company's leases may include non-lease components representing additional services transferred to the Company, such as common area maintenance for real estate. The Company made an accounting policy election to account for each separate lease component and any non-lease components associated with a lease component as a single lease component. Non-lease components that are variable in nature are recorded in variable lease expense in the period incurred.

In order to ease the accounting burden of determining incremental borrowing rates under ASC 842, the Company has elected to use a risk-free discount rate to compute the present value for all of its lease arrangements, determined using a period comparable with that of the lease term. The risk-free discount rates were obtained using U.S. Treasury securities as posted on the Federal Reserve website.

All of the Company's lease arrangements at the date of adoption of ASC 842 were classified as operating leases and the adoption of the new standard resulted in the recording of ROU assets and lease obligations of approximately \$5,765,000 and \$6,072,000 on January 1, 2022, respectively. The adoption of ASC 842 did not materially impact the Company's earnings or cash flows and did not result in a cumulative-effect adjustment to stockholders' equity.

**Subsequent events:** Management has evaluated subsequent events through March 9, 2023, the date the financial statements were available to be issued.

#### Note 2. Accounts Receivable and Accounts Payable

The following details the components of accounts receivable at December 31, 2022 and 2021:

	2022	2021
Accounts receivable:		
Current	\$ 133,211,809	\$ 119,883,116
Retentions	85,801,929	73,778,216
Unbilled	49,670,655	13,165,830
	<u>\$ 268,684,393</u>	<u>\$ 206,827,162</u>

The following details the components of accounts payable at December 31, 2022 and 2021:

	2022	2021
Accounts payable:		
Current	\$ 160,190,739	\$ 146,139,291
Retentions	74,569,603	61,992,748
	<u>\$ 234,760,342</u>	<u>\$ 208,132,039</u>

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 3. Uncompleted Contracts

The following summarizes the Company's costs, estimated earnings, and billings on uncompleted contracts at December 31, 2022 and 2021:

	2022	2021
Costs incurred on uncompleted contracts	\$ 3,272,110,029	\$ 3,468,224,244
Estimated earnings	75,525,148	89,507,667
	3,347,635,177	3,557,731,911
Less billings to date	(3,402,165,088)	(3,603,522,492)
	<u>\$ (54,529,911)</u>	<u>\$ (45,790,581)</u>

These amounts are shown in the accompanying consolidated balance sheets as follows at December 31, 2022 and 2021:

	2022	2021
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 12,489,312	\$ 12,295,061
Billings in excess of costs and estimated earnings on uncompleted contracts	(67,019,223)	(58,085,642)
	<u>\$ (54,529,911)</u>	<u>\$ (45,790,581)</u>

#### Note 4. Variable Interest Entities and Investments in Joint Ventures

The Company's investment in unconsolidated joint ventures at December 31, 2022 and 2021, amounted to approximately \$1,219,000 and \$1,208,000, respectively.

**Unconsolidated variable interest entities:** The Company has determined the JVs of Centennial Builders (50%), Welty Flintco (50%) and Red Sun Flintco (49%) as VIEs. VIEs are generally thinly capitalized, but are able to fund themselves through cash flows from operations. The Company determined that it holds a variable interest in these entities through their ownership interest, but is not the primary beneficiary and is not required to consolidate. The Company's exposure to loss as a result of its involvement with the VIEs generally corresponds to the value of the respective underlying construction contract. The formation agreement that governs the JVs includes provisions, which require that additional contributions will be made by the venture partners if needed, including possible losses on underlying contracts. The Company's investments in the VIEs are accounted for by the equity method, as the Company possesses the ability to significantly influence the JVs. The Company's proportionate share of the unconsolidated JVs' construction revenue, cost of revenue, and gross profit (loss) is included in the consolidated statements of income.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

#### Note 4. Variable Interest Entities and Investments in Joint Ventures (Continued)

The condensed unaudited balance sheets of the unconsolidated JVs at December 31, 2022 and 2021, are summarized as follows:

	2022	2021
<b>Assets:</b>		
Cash	\$ 3,206,435	\$ 4,257,589
Accounts receivable	-	871,754
Total assets	<u>\$ 3,206,435</u>	<u>\$ 5,129,343</u>
<b>Liabilities:</b>		
Accounts payable, inclusive of retention	\$ 2,572	\$ 1,621,240
Accrued expenses	730	23,536
Billings in excess of costs and estimated earnings	764,823	1,068,360
<b>Equity:</b>		
Flintco's interest	1,219,155	1,207,601
Other investors	1,219,155	1,208,606
Total liabilities and equity	<u>\$ 3,206,435</u>	<u>\$ 5,129,343</u>

The unaudited results of operations for the JVs for the years ended December 31, 2022 and 2021, which are reflected in these financial statements at the Company's proportionate share, are as follows:

	2022	2021
<b>Results of operations:</b>		
Contract revenues	\$ 1,003,557	\$ 5,482,533
Cost of contracts	936,688	5,294,088
Gross profit	66,869	188,445
Operating income (expense)	1,074	(466)
Income before taxes	<u>\$ 67,943</u>	<u>\$ 187,979</u>

**Consolidated joint ventures:** The Company's 49% investment in Cooper Flintco LLC (Cooper) and 50% investment in Tulsa Vision Builders were evaluated against the criteria for consolidation and determined that the investments are VIEs and the Company is the primary beneficiary of both Cooper and Tulsa based on the powers granted to it in the respective JV agreements. The Company's exposure to loss as a result of its involvement with both Cooper and Tulsa generally corresponds to the value of the underlying construction contract.

The formation agreement that governs the joint ventures includes provisions that require that additional contributions will be made by the venture partners if needed, including possible losses on the underlying contract. The assets of the VIEs can only be used to settle the obligations of the joint venture, which relate specifically to the underlying contract. The creditors of the VIEs do not have recourse to the general credit of Flintco, LLC and Subsidiaries.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

#### Note 4. Variable Interest Entities and Investments in Joint Ventures (Continued)

The condensed balances of the consolidated joint ventures, which were determined to be VIEs for which Flintco, LLC is the primary beneficiary, at December 31, 2022 and 2021, are summarized as follows:

	2022	2021
<b>Assets:</b>		
Cash	\$ 697,624	\$ 2,903,477
Accounts receivable	-	1,158,236
Total assets	<u>\$ 697,624</u>	<u>\$ 4,061,713</u>
<b>Liabilities:</b>		
Accounts payable, inclusive of retention	\$ 33,221	\$ 1,427,164
Accrued expenses	126	126
Billings in excess of costs and estimated earnings	-	426,118
<b>Equity:</b>		
Flintco's interest	512,605	1,285,131
Other investors	151,672	923,174
Total liabilities and equity	<u>\$ 697,624</u>	<u>\$ 4,061,713</u>

The results of operations for the consolidated joint ventures, which were determined to be VIEs for which Flintco, LLC is the primary beneficiary, for the years ended December 31, 2022 and 2021, are as follows:

	2022	2021
<b>Results of operations:</b>		
Contract revenues	\$ 560,839	\$ 9,507,022
Cost of contracts	489,929	9,056,899
Gross profit	<u>70,910</u>	<u>450,123</u>
Operating expense	<u>(14,936)</u>	<u>(16,301)</u>
Income before taxes	<u>\$ 55,974</u>	<u>\$ 433,822</u>

#### Note 5. Credit Agreement and Letters of Credit

**Credit agreement:** Alberici Corporation, parent of AIH, has a revolving credit agreement with a consortium of banks that provides for borrowings up to \$100,000,000. Interest is charged on outstanding borrowings based on published prime commercial rates plus an applicable margin, as defined in the agreement. The revolving credit agreement is secured by substantially all assets of Alberici Corporation and its subsidiaries, including those of the Company, and expires on July 1, 2027, if not renewed. There were no outstanding borrowings at December 31, 2022 and 2021, by either the Company, its parent, or affiliates.

**Letters of credit:** Letters of credit issued to Alberici Corporation and its subsidiaries reduce the borrowing capacity of the revolving credit facility. The Company had letters of credit outstanding of approximately \$2,002,000 and \$2,049,000 at December 31, 2022 and 2021, respectively.

Alberici Corporation and its subsidiaries had unused borrowing capacity under the credit agreement of approximately \$97,180,000 and \$97,689,000 as of December 31, 2022 and 2021, respectively.

The credit agreement requires Alberici Corporation and its subsidiaries to comply with selected covenants, including the maintenance of minimum net worth restrictions.

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 6. Retirement Plans

The Company maintains 401(k) savings plans for all eligible employees. The Company matches 100% of the first 3% and 50% of the next 2% of participant contributions. All matching contributions are 100% vested immediately. Company contributions to the employee savings plan were approximately \$2,738,000 and \$2,678,000 for the years ended December 31, 2022 and 2021, respectively.

#### Note 7. Related-Party Transactions

**Administrative:** Alberici Corporation and Subsidiaries incur and pay certain expenses benefiting the Company, including administrative salaries, insurance, taxes, fringe benefits and professional fees. These expenses are allocated on a systematic basis, which are updated annually and billed to each respective company. Amounts paid to this affiliate for allocated expenses were approximately \$33,272,000 and \$25,376,000 in 2022 and 2021, respectively.

**Note receivable:** During 2017, the Company entered into a revolving credit agreement with Alberici Corporation to lend up to \$30,000,000. During 2021, the revolving credit agreement was amended to increase the borrowing capacity up to \$50,000,000. There was \$33,250,000 outstanding on the note receivable as of December 31, 2022 and 2021. Amounts outstanding are due and payable upon demand and the revolving credit agreement matures on March 31, 2027. Interest is charged on outstanding borrowings based on published prime commercial rates. The Company recognized interest income on the note receivable of approximately \$1,617,000 and \$858,000 for the years ended December 31, 2022 and 2021, respectively.

#### Note 8. Leases

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. Under ASC 842, a contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the customer obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company's lease arrangements consist primarily of general office and warehouse space for use in operations. Several of these leases include options to renew, generally at Company's sole discretion, with renewal terms that can extend the lease term. These options to extend a lease are included in the lease terms when it is reasonably certain that the Company will exercise the option.

All of the Company's lease arrangements as of and during the year ending December 31, 2022 were classified as operating leases.

Lease cost is recognized on a straight-line basis over the lease term. The components of lease expense for the year ending at December 31, 2022 are as follows:

Operating lease cost	\$ 1,380,191
Short-term lease cost	6,761,678
Total lease cost	<u>\$ 8,141,869</u>

Total lease expense for the year ended December 31, 2021 was approximately \$1,304,000.

The weighted-average remaining lease term was approximately 8.1 years, and the weighted-average discount rate was approximately 2.6% as of December 31, 2022

## Flintco, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 8. Leases (Continued)

Future undiscounted cash flows for each of the next five years and thereafter and reconciliation to the lease obligations recognized on the balance sheet as of December 31, 2022 is as follows:

Years ending December 31:		
2023	\$	1,437,000
2024		1,680,000
2025		1,618,000
2026		1,140,000
2027		1,117,000
Thereafter		4,093,000
Total lease payments		<u>11,085,000</u>
Less imputed interest		<u>(1,191,000)</u>
Total present value of lease liabilities	\$	<u>9,894,000</u>

Future minimum lease commitments, as determined under ASC Topic 840, Leases, for all non-cancellable leases were approximately as follows as of December 31, 2021:

Years ending December 31:		
2022	\$	1,309,000
2023		995,000
2024		1,014,000
2025		938,000
2026		446,000
		1,676,000
	\$	<u>6,378,000</u>

#### Note 9. Income Taxes

The components of the income tax provision consisted of the following for the years ended December 31, 2022 and 2021:

	2022	2021
Current—U.S. federal and state provision	\$ 4,635,858	\$ 2,053,436
Deferred—U.S. federal and state benefit	(2,625,400)	(194,378)
Provision for income taxes	<u>\$ 2,010,458</u>	<u>\$ 1,859,058</u>

The Company's effective tax rate differs from the statutory rate for the years ended December 31, 2022 and 2021, primarily due to nondeductible expenses, state taxes and other provision-to-return adjustments.

These financial statements include 100% of the income (loss) of JVs, with the noncontrolling interest shown as a separate line item. The income (loss) on these JVs is taxable directly to the partners and, accordingly, there is no provision for income tax on the noncontrolling interest portion of the JVs' income (loss).

**Flintco, LLC and Subsidiaries**

**Notes to Consolidated Financial Statements**

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**Note 9. Income Taxes (Continued)**

Deferred income taxes are provided for temporary differences in reporting for financial statement and income tax purposes. The components giving rise to deferred taxes as of December 31, 2022 and 2021, are as follows:

	2022		2021
Deferred tax assets:			
Uncompleted construction contracts	\$ 534,273	\$	1,028,426
Accrued expenses	4,338,782		4,869,268
Research and experimentation costs	3,307,382		-
Other	600,994		354,231
	<u>8,781,431</u>		<u>6,251,925</u>
Deferred tax liabilities:			
Equipment	(450,535)		(546,429)
	<u>\$ 8,330,896</u>	\$	<u>5,705,496</u>

In assessing the realization of deferred tax assets, the Company considers whether it is more likely than not that some portion of the deferred tax asset will not be realized. The ultimate realization of deferred tax assets is dependent upon the scheduled reversal of deferred tax liabilities and generation of future taxable income during the periods in which the deferred tax assets become deductible. As of December 31, 2022 and 2021, the Company did not consider a valuation allowance necessary against deferred tax assets as the Company projects future taxable income over the periods the deferred tax assets are deductible, and the availability of gross deferred tax liabilities to offset gross deferred tax assets will provide for realization of the recognized deferred tax assets.

# AIA<sup>®</sup> Document A305<sup>®</sup> – 2020 Exhibit C

## **Project Specific Information**

This Exhibit is part of the Contractor's Qualification Statement, submitted by Flintco, LLC and dated the 5th day of August in the year 2025.  
*(In words, indicate day, month and year.)*

### **PROJECT:**

*(Name and location or address.)*

Brazos County Administration Building Renovation  
200 South Texas Avenue, Bryan, Texas

### **CONTRACTOR'S PROJECT OFFICE:**

*(Identify the office out of which the contractor proposes to perform the work for the Project.)*

Austin  
317 Grace Lane, Suite 150  
Austin, TX 78745

### **TYPE OF WORK SOUGHT**

*(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)*

General Contracting

### **CONFLICT OF INTEREST**

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

None

### **§ C.1 PERFORMANCE OF THE WORK**

**§ C.1.1** When was the Contractor's Project Office established?

2004

**§ C.1.2** How many full-time field and office staff are respectively employed at the Contractor's Project Office?

171 Employees

**§ C.1.3** List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

Texas Vendor ID/1-73-0489220-5

**§ C.1.4** Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

### **ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Scott Tomhave | Senior Vice President | Office Location: Austin, TX  
Toby Smith | Project Director | Office Location: Austin, TX  
Tanner Stefka | Superintendent | Office Location: Austin, TX  
Hugh Ayles | Preconstruction Director | Office Location: Austin, TX  
Frank Reyna | Superintendent | Office Location: Houston, TX  
Mark Holland | Project Manager | Office Location: Houston, TX  
*See resumes included with response for expertise and project experience*

**§ C.1.5 Identify portions of work that you intend to self-perform on this Project.**

We appreciate the question; however, this is a hard bid project, so identifying portions of work that we intend to self-perform is not applicable or necessary at this stage.

**§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.**

To the extent known, we will provide the client with a list of subcontractors for major portions of work following the bid date.

**§ C.2 EXPERIENCE RELATED TO THE PROJECT**

**§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.**

**§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:**

\$1.6 billion

**§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:**

\$691.8 million

**§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.**

\$263.2 million

**§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.**

58 projects, largest was \$160.6M

**§ C.3 SAFETY PROGRAM AND RECORD**

**§ C.3.1 Does the Contractor's Project Office have a written safety program?**

Yes

**§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.**

None

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

Please see attached.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

Please see attached.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

Yes

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

No

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

Yes

§ C.5.2 Surety company name:

Traveler's Casualty and Surety Company

§ C.5.3 Surety agent name and contact information:

Bill DuPont  
940 Westport Plaza, Suite 300  
St. Louis, MO 63146  
314.579.8315

§ C.5.4 Total bonding capacity:

\$3,000,000,000

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

\$300,000,000



# Scott Tomhave

## Senior Vice President

Leading our Central Texas operations office, Scott is responsible for the overall direction of the region and operations of our projects. He is positioned to draw upon all of Flintco's resources to ensure the timely and economic completion of your project with the high quality consistent with the established project goals. Scott provides advisory support to the project team by monitoring construction activities and resolving issues that arise, including deficiencies and trade partner performance. He also assists in preparing and reviewing the initial project schedule, estimates, and trade partner selection.

### Industry Experience

29 Years

### Education

M.B.A., Webster University

B.S., Construction Science,  
Texas A&M University

### Licenses/Certifications

LEED AP, AC

## Key Experience

- **Texas Facilities Commission | 22/23 Statewide Deferred Maintenance Projects** | Austin, TX | \$46,000,000
- **City of Austin | ABIA Cargo Development East** | Austin, TX | \$17,316,000
- **City of Austin | AFD Station 1/EMS Station 6 Rebuild & Renovations** | Austin, TX | \$10,120,000
- **City of Austin | AFD Station 22/EMS Station 12 Rebuild & Renovations** | Austin, TX | \$10,123,000
- **City of Austin | AFD Station 3 Rebuilt & Renovations** | Austin, TX | \$3,644,000
- **Austin ISD | Wooten Elementary School Renovation & Addition** | Austin, TX | \$40,000,000
- **Texas Facilities Commission | Capitol Complex 20-21 Deferred Maintenance** | Austin, TX | \$10,400,000
- **City of Austin | Colony Park Aquatic Facility** | Austin, TX | \$11,957,000
- **Employees Retirement System of Texas | ERS Multi-Story Interior Renovation** | Austin, TX | Confidential Price
- **Texas Facilities Commission | George H.W. Bush State Office Building** | Austin, TX | \$206,630,000
- **City of Austin | Givens District Park Aquatic Facility Renovation** | Austin, TX | \$8,194,000
- **Texas Facilities Commission | Multiple State Buildings in Capitol Complex Renovation 2020** | Austin, TX | \$9,946,000
- **Texas State Affordable Housing Corporation | TSAHC Office Building Renovation** | Austin, TX | \$3,440,000
- **Texas Facilities Commission | TSD & TSBVI Campus Wide Improvements** | Austin, TX | \$32,880,000
- **University of Texas at Austin | UT Austin MER A-2 and B-2 Lab to Clean Room Conversion** | Austin, TX | \$149,235,000



# Toby Smith

## Project Director

As the project director, Toby serves in a project executive oversight role. He acts as the liaison between Flintco, the owner representatives, major subcontractors and architects/engineers to provide diversified input based on his construction expertise. Toby is responsible for overall management direction of all areas required to successfully deliver the project. He manages the appropriate resource allocation to assure completion of the project and he serves as the senior point of contact regarding overall project contract and delivery. His specific responsibilities will be over planning, staffing, defining functions and responsibilities, and supervision of all project activities including project schedule, personnel administration and performance review.

### Industry Experience

25 Years

### Education

B.S., Construction Science,  
Texas A&M University

### Licenses/Certifications

Bloodborne Pathogens,  
Green Advantage  
Environmental (GAC)  
Certificate, OSHA 30  
Hour, CPR/First Aid, DBIA  
Professional, LEED AP

## Key Experience

- **City of Austin | ABIA Cargo Development East** | Austin, TX | \$17,316,000
- **Austin Community College | ACC Highland Campus Phase 2** | Austin, TX | \$116,200,000
- **Austin Community College | ACC Highland Campus Phase 2 Offsite Utilities** | Austin, TX | \$8,988,000
- **Austin Community College | ACC Highland Campus Phase 2 Onsite Utilities** | Austin, TX | \$12,140,000
- **Eanes Independent School District | Admin Renovation** | West Lake Hills, TX | \$4,000,000
- **Round Rock ISD | Aquatic Practice Facility** | Round Rock, TX | \$17,165,000
- **University of Texas at Austin | UT Austin MER A-2 and B-2 Lab to Clean Room Conversion** | Austin, TX | \$149,235,000
- **Austin ISD | Bear Creek Elementary School** | Austin, TX | \$30,328,000
- **Austin Energy | Cooling Plant Domain Cooling Tower Improvements** | Austin, TX | \$11,733,000
- **Project Control | Prairie View A&M University Capital Improvements** | Prairie View, TX | \$18,622,000
- **Austin ISD | Sanchez Elementary School Modernization** | Austin, TX | \$21,792,000
- **University of Texas System | UT Austin Administration Building Renovations** | Austin, TX | \$24,497,500
- **University of Texas System | UT Austin Applied Research Laboratories Office Building System Integrations Building** | Austin, TX | \$3,700,304



### **Industry Experience**

35 Years

### **Education**

B.S., Building  
Construction, Texas A&M  
University

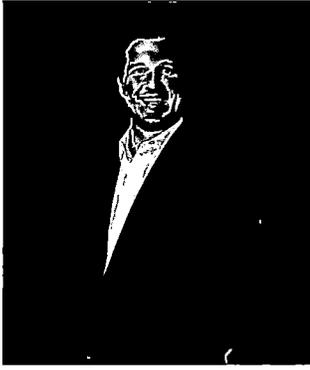
# **Hugh Ayles**

## **Preconstruction Director**

Hugh leads budgeting, estimating, value analysis and constructability review services as well as the planning and coordination of preconstruction activities with all team members. Hugh is well versed in cost model development, as well as scope definition and bid packaging. He is skilled in contract negotiations and adds valuable insight in the preconstruction phase of planning. Hugh is thorough, systematic and efficient in the development of the GMP. He also provides project development expertise during the design phase to help define needs and determine scope based on his experience in project management and field operations.

## **Key Experience**

- **Northland Living | Luminary Condo Tower** | Austin, TX | \$170,171,000
- **City of Austin | Northwest District Park & Montopolis Neighborhood Park Aquatic Facilities** | Austin, TX | \$12,540,000
- **Texas Facilities Commission | TSD Student Housing & Classroom Expansion** | Austin, TX | \$43,500,000
- **University of Texas System | UT Austin East Memorial Mall** | Austin, TX | \$26,600,000
- **Alamo Colleges District | ACD Watson Fine Arts Black Box Theater Addition** | San Antonio, TX | \$18,556,000
- **City of Austin | Asian American Resource Center Phase 2** | Austin, TX | \$4,800,000
- **CPS Energy | CPS Energy New Service Center** | San Antonio, TX | \$72,000,000
- **Texas Facilities Commission | Texas DPS Training Academy Campus** | Florence, TX | \$295,000,000
- **Texas Facilities Commission | TxDMV Camp Hubbard Office Buildings Renovation** | Austin, TX | \$112,680,000
- **University of Texas System | UTSA Hazardous Waste Facility** | San Antonio, TX | \$4,600,000
- **Austin ISD | Wooten Elementary School Renovation & Addition** | Austin, TX | \$40,000,000



# Mark Holland

## Project Manager

Mark oversees the project team to assure quality workmanship is delivered timely and with fiscal accuracy. He prepares the preliminary schedule and assists the preconstruction manager with cost estimates, feasibility studies and value analysis. He is responsible for writing and reviewing subcontracts and purchase orders to ensure the scope of work for each trade is accurate and complete. Mark monitors all construction activities, quality control and the accounting process. He organizes and conducts progress meetings with the owner and architect and ensures timely resolution of all project issues.

### Industry Experience

15 Years

### Education

B.S., Building  
Construction, Auburn  
University

### Licenses/Certifications

OSHA 30, USACE QCS/  
RMS, DBIA

## Key Experience

- **Texas Historical Commission | Washington on the Brazos Visitor Center Renovation** | Washington, TX | \$13,000,000
- **Angleton Warehouse Development** | Angleton, TX | \$23,000,000\*
- **Department of Public Safety | DPS Statewide Deferred Maintenance** | Houston, TX | \$28,000,000\*
- **CAT | Mustang CAT Rental Services** | Willis, TX | \$10,000,000\*
- **Mustang CAT Rental Services** | \$9,000,000\*
- **Angleton Warehouse Development** | \$23,000,000\*
- **ExxonMobil BOP Annex Facility** | \$20,000,000\*
- **ExxonMobil Bad Actors Program** | \$10,000,000\*
- **ExxonMobil Parking Lot Expansion** | \$5,000,000\*
- **U.S. Attorney Office Consolidation** | Austin, TX | Confidential Price\*
- **U.S. Federal Courthouse Roof Replacement** | Las Cruces, NM | Confidential Price\*
- **VA Data Center Communications & Power Upgrades** | Austin, TX | Confidential Price\*
- **U.S. Federal Courthouse Switchgear Replacement** | San Antonio, TX | Confidential Price\*
- **U.S. Custom House Historic Wood Window Restoration** | New Orleans, LA | Confidential Price\*

\*Prior to Flintco



**Industry Experience**  
42 Years

**Licenses/Certifications**  
OSHA 30 Hour, CPR/  
First Aid, ECATTS Training,  
USACE & NAVFAC Quality  
Control Training

# Frank Reyna

## Superintendent

Frank oversees and directs construction, ensuring trade partner workmanship is incorporated on-time and with the expected level of quality. He works with the project manager to oversee operations and is the most familiar with the plans, specifications, contracts and submittals. Frank enforces jobsite safety, prepares and manages the quality control program, organizes and conducts weekly trade partner meetings and inspects the work to verify construction conforms to the contract documents.

## Key Experience

- **Texas Historical Commission | Washington on the Brazos Visitor Center Renovation** | Washington, TX | \$13,000,000
- **Christ United Methodist Church** | College Station, TX \*
- **Park in the Woods City Recreation Center** | Dallas, TX\*
- **Aldersgate United Methodist Church** | Carrollton, TX \*
- **Sheppard Life Lutheran Church** | Arlington, TX \*
- **First Methodist Church** | Argyle, TX \*
- **Live Oak Bank** | Dallas, TX \*
- **Naval Air Reserve Joint Reserve Base Medical Storage Facility** | Fort Worth, TX \*
- **TXDot Landing & Taxi Airplane Strips** | Waco, TX \*
- **First Baptist Church** | Waxahachie, TX\*
- **Airport Airplane Arrival & Loading Area** | Big Springs, TX\*
- **Pompano Beach Marble of the World** | Pompano Beach, FL \*

\*Prior to Flintco



# Tanner Stefka

## Superintendent

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Tanner oversees and directs construction, ensuring trade partner workmanship is incorporated on-time and with the expected level of quality. He works with the project manager to oversee operations and is the most familiar with the plans, specifications, contracts and submittals. Tanner enforces jobsite safety, prepares and manages the quality control program, organizes and conducts weekly trade partner meetings and inspects the work to verify construction conforms to the contract documents.

### Industry Experience

8 Years

### Education

B.S., Construction Science,  
Texas A&M University

### Licenses/Certifications

OSHA 30, CPR, First Aid,  
Rigger

## Key Experience

- **Intracorp | 44 East Ave Condo Tower** | Austin, TX | \$160,293,000
- **Sackman Austin | 70 Rainey Street Residences Tower** | Austin, TX | \$105,000,000
- **Austin Community College | ACC Highland Campus Phase 2** | Austin, TX | \$116,200,000
- **INTEGRIS Healthcare System | INTEGRIS Health Heart Hospital** | Oklahoma City, OK | \$118,780,000



# Thomas Stephens

## Project Engineer

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Thomas receives, evaluates and disseminates correspondence and other information between the owner, architect, subcontractors and suppliers. He works hand-in-hand with the project manager reviewing and processing requests for information (RFI's), submittals, shop drawings and owner changes. Thomas also assists the superintendent in expediting subcontractor and supplier deliveries, provides quality assurance and maintains current construction documents.

### Industry Experience

1 Year

### Education

B.S., Construction Science,  
Texas A&M University

## Key Experience

- **University of Texas at Austin | UT Austin MER A-2 and B-2 Lab to Clean Room Conversion** | Austin, TX | \$149,235,000

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

**Number of Cases**

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

**Number of Days**

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

**Injury and Illness Types**

Total number of... (M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this

**Establishment information**

Your establishment name Flintco LLC Austin Main Office 80471

Street 316 Grace Lane Suite 150

City Austin State Texas Zip 78746

Industry description (e.g., Manufacture of motor truck trailers)  
CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
1 5 4 2

OR North American Industrial Classification (NAICS), if known (e.g., 336212)  
2 3 6 2 2 0

**Employment information**

Annual average number of employees 6

Total hours worked by all employees last year 11371

**Sign here**

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Steve Jordan  
Company Executive

Director of HSE  
Title

918-710-3327  
Phone

1/30/2023  
Date

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

Year 2023



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

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### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

### Injury and Illness Types

Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this

### Establishment information

Your establishment name Flintco LLC Austin Main Office 80471

Street 316 Grace Lane Suite 150

City Ausitn State Texas Zip 78746

Industry description (e.g., Manufacture of motor truck trailers)  
CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
1 5 4 2

OR North American Industrial Classification (NAICS), if known (e.g., 336212)  
2 3 6 2 2 0

### Employment information

Annual average number of employees 11,974

Total hours worked by all employees last year 6

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Steve Jordan  
Company Executive

Director of HSE  
Title

918-710-3327  
Phone

1/25/2024  
Date

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

Year 2024



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

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### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

### Injury and Illness Types

Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this

### Establishment information

Your establishment name Flintco LLC Austin Office

Street 316 Grace Lane Suite 150

City Austin State Texas Zip 78746

Industry description (e.g., Manufacture of motor truck trailers)  
CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
1 5 4 2

OR North American Industrial Classification (NAICS), if known (e.g., 336212)  
2 3 6 2 2 0

### Employment information

Annual average number of employees 6

Total hours worked by all employees last year 12001

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Steve Jordan  
Company Executive

VP of HSE  
Title

918-710-3327  
Phone

1/21/2025  
Date



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY)

12/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Arch Insurance Company	NAIC # 11150
	INSURER B : Arch Indemnity Insurance Company	30830
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 17179205 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	41PKG8922411	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	41PKG8922411	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	41WCI8922311 44WCI8945211 (CA)	1/1/2025 1/1/2025	1/1/2026 1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION See Attachment

<b>17179205</b> To Whom It May Concern c/o Flintco, LLC 323 E. Reconciliation Way Tulsa OK 74120	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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To Whom It May Concern c/o Flintco, LLC  
323 E. Reconciliation Way  
Tulsa OK 74120

## IMPORTANT NOTICE

To whom it may concern:

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 17179205

- Email: [sti-edelivery@lockton.com](mailto:sti-edelivery@lockton.com)
- Phone: (866) 728-5657 (toll-free)

**If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.**

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies



December 26, 2024

To Whom It May Concern:

Following is a 3-year summary of Worker's Compensation Experience Modification Rating (EMR) history for Flintco, LLC.:

- Effective 1/1/2025: 0.52
- Effective 1/1/2024: 0.47
- Effective 1/1/2023: 0.53

I trust you will find this letter appropriately addresses the issue of Workers' Compensation EMR history for Flintco, LLC.

Sincerely,

LOCKTON COMPANIES

*Laura M. Ley*

Laura M. Ley  
Senior Account Manager



One Tower Square  
Hartford, CT 06183

Richard W. DuPont

Managing Director, Construction Services  
Bond & Specialty Insurance

(314) 579-8315

940 West Port Plaza, St. Louis, MO 63146

January 14, 2025

Re: Flintco, LLC, (a subsidiary of Alberici)  
323 E. Reconciliation Way  
Tulsa, OK 74120

To Whom This May Concern,

We are pleased to share with you our experience as surety for Flintco, LLC, a subsidiary of Alberici. We consider Alberici one of our outstanding and most valued clients in whom we have the highest confidence. Throughout the past 107 years Alberici has, in our opinion, remained properly financed, well equipped and capably managed. Based on a conservative internal credit system, we rank Alberici's financial strength and condition in the top 5% of our portfolio. Very few clients achieve this status and it reflects how well run the company is in several facets.

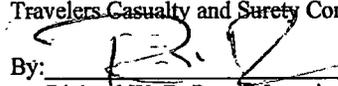
Travelers' current A.M. Best Co. rating is A++ XV. Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, has a reinsurance agreement in place with other Travelers companies. Combined, these companies, which are licensed by the Treasury, provide Travelers Casualty and Surety Company of America with approximately \$2 billion in capacity above and beyond its \$231 million single risk limit

Travelers Casualty and Surety Company of America has participated in total work programs on behalf of Alberici in excess of \$300,000,000 on single contracts and \$3,000,000,000 aggregate. This information is provided only for general evidence of capabilities and bonding capacity on a normal operating basis and is not intended to represent the maximum bonding capacity available for this firm.

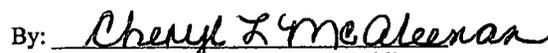
This letter confirms that, in the event Flintco, LLC should be selected for proposed Project, Travelers Casualty and Surety Company of America is prepared to provide the required Performance and Payment Bonds on behalf of Flintco, LLC covering the Project up to 100% of the contract price, subject to our normal underwriting requirements at the time the request is made.

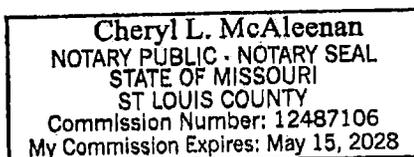
Alberici enjoys an excellent reputation of meeting all of their responsibilities and obligations in a professional manner and has a number of repeat customers because of their fine results. Travelers places a high level of confidence in Alberici's financial strength, technical expertise, integrity and ability to select projects. It is our privilege to recommend Flintco, LLC, as a subsidiary of Alberici, to you.

Sincerely,  
Travelers Casualty and Surety Company of America

By:   
Richard W. DuPont, Managing Director, Construction Services

Signed, sealed and dated this 14th day of January, 2025

By:   
Cheryl L McAleenan - Notary Public



# AIA Document A305<sup>®</sup> – 2020 Exhibit D

## Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME	Travis County Commissioners Court	Sanchez Elementary School Modernization	George H.W. Bush Memorial Building	Public Service Complex
PROJECT LOCATION	Austin, TX	Austin, TX	Austin, TX	Austin, TX
PROJECT TYPE	Renovation, Tenant Improvement	Renovation, Addition	New	New
OWNER	Travis County	Austin ISD	Texas Facilities Commission	City of San Marcos
ARCHITECT	GSC Architects	McKinney York Architects	Page - Austin	Lawrence Group
CONTRACTOR'S PROJECT EXECUTIVE	Kevin Moyes	Toby Smith	Robert Smith	Chad Hunter
KEY PERSONNEL (include titles)	Ryan Baker - Project Manager Walter Paul - Superintendent	Tyler Smith - Project Manager Cole Rogers - Superintendent	Brent Jordan - Project Manager Jason Riley - Superintendent	Alvaro Rivas - Project Manager Corey McNabb - Superintendent
PROJECT DETAILS	Contract Amount 8,900,000.00 Completion Date 08-07-2012 % Self-Performed Work 0.00	Contract Amount 21,792,000.00 Completion Date 08-14-2021 % Self-Performed Work 5.16%	Contract Amount 206,630,000.00 Completion Date 07-31-2022 % Self-Performed Work 2.00%	Contract Amount 38,243,000.00 Completion Date 09-07-2021 % Self-Performed Work 11.00%
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input checked="" type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input checked="" type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input checked="" type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input checked="" type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS	NONE	To update the existing building to today's standards of sustainability, we enlarged the window openings on the exterior façade to enhance natural daylighting and reduce energy consumption. The building received a full façade upgrade using durable, low-maintenance materials, along with comprehensive waterproofing improvements to extend the structure's lifespan and improve its environmental resilience..	Reporting landfill diversion was not a contractual requirement on the project. However, Flintco employed a waste management contractor to help ensure we were diverting as much construction waste away from the local landfill as possible. On average, each month there was approximately 120 tons of construction waste leaving the job site. More than 108 tons of material was diverted and recycled, representing an average of 90% construction waste diversion.	We incorporated solar panels, a rainwater collection system, and energy-efficient building designs to meet the sustainability goals outlined by the city



# AIA Document A305<sup>®</sup> – 2020 Exhibit E

## Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME	TxDMV Camp Hubbard Office Buildings Renovation	ERS Multi-Story Interior Renovation	UT Austin MER A-2 and B-2 Lab to Clean Room Conversion	
PROJECT LOCATION	Austin, TX	Austin, TX	Austin, TX	
PROJECT TYPE	New + Renovation	Renovation	Renovation	
OWNER	Texas Facilities Commission	Employees Retirement System of Texas	University of Texas at Austin	
ARCHITECT	Marmon MOK	STG Design	STG Design	
CONTRACTOR'S PROJECT EXECUTIVE	Rich Maynard	Rich Maynard	Toby Smith	
KEY PERSONNEL (include titles)	Alex Janota (Project Manager), Kyle Holloway (Superintendent)	Angie Gomez (Project Manager), Jared Comer (Superintendent)	Tyler Smith (Project Manager), Chris Zoeller (Superintendent)	
PROJECT DETAILS	Contract Amount 112,680,000.00 Completion Date 07-22-2027 % Self-Performed Work 7.00%	Contract Amount Confidential Completion Date 12-19-2025 % Self-Performed Work 5.00%	Contract Amount 149,235,000.00 Completion Date 05-05-2026 % Self-Performed Work 7.00%	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input checked="" type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input checked="" type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input checked="" type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS	This project included the strategic demolition of aging infrastructure, adaptive reuse of existing facilities, and construction of high-performance buildings designed to support long-term energy efficiency and wellness.	We replaced outdated mechanical systems with high-efficiency equipment to significantly improve the building's energy performance. In addition, we upgraded key water systems—including plumbing and the chiller—to enhance overall energy and water efficiency.	N/A	





























