ROGERS-O'BRIEN CMAR PROPOSAL #3982-22

CITY OF DEER PARK

JIMMY BURKE ACTIVITY CENTER

MAY 11, 2023

Rogers-O'Brien
CONSTRUCTION

Proposal for CIty of Deer Park RFP #3982-22
Jimmy Burke Activity Center

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01 PRECONSTRUCTION SERVICES & APPROACH

3.1.1 Describe your Construction Management and Execution plan for providing Pre-construction Phase Services required for this Project.

Rogers-O'Brien has evolved preconstruction services into a sophisticated, multi-party effort. We assemble our complete team to include the project manager, superintendent, estimators and key field staff long before any dirt is turned to set the stage for the entire construction process. By meshing our estimating and operations team members into a collaborative group we are able to heighten project success; this team stays intact through project completion. We engage the design team, major trade partners and key suppliers during design to explore the best way to achieve the client's functional needs and quality objectives within the desired budget and schedule. Our team will send a customized owner report on a regular weekly or monthly schedule as determined by the project team, highlighting construction project progress and important updates.

Comprehensive Precon Approach

- Provide the design team with detailed criteria, based on our knowledge of appropriate systems for each project type, thus creating a better road map to create plans that coincide with the client's budget.
- Explore innovative ways to sequence construction to achieve costs savings.
- Identify long-lead items to alert the design team to accelerate documentation of supporting systems.
- Develop life-cycle cost comparisons to allow the owner the ability to make best decisions on capitalized cost early in the design process.
- Determine recycling and waste reduction programs to dovetail with sustainable initiatives.

Typical Precon Activities

- Develop milestone estimates.
- Review design documents for constructability, completeness, accuracy, coordination of disciplines and compliance with the budget.
- Develop a phasing plan and construction schedule.
- Explore value options
- Pre-qualify trade partners.
- Assist in preparing bid documents to enhance competitive pricing; break down bid packages to coincide with construction phasing
- Develop a Guaranteed Maximum Price (GMP).

3.1.2 Describe what you perceive are the critical Pre-Construction issues for this Project.

Potential Critical Preconstruction Issues

- Gaining a full understanding the expectations of the City of Deer Park and community
- Creating budget & continually reconciling and correcting the scope of work to the budget
- Quickly developing an accurate schedule of the complete preconstruction phases
- Correctly anticipating market conditions from the start
- Identify potential long lead materials and early release
- Procuring the best value trade partners to join the project team

3.1.3 Describe your procedures, objectives and personnel responsible for reviewing design and construction documents and for providing feedback regarding cost, schedule and constructability to the Architect/Engineer and the Owner on this Project.

RO fully embraces the collaborative approach within preconstruction. We not only draw upon the collective experience and insight of our own project managers, superintendents, and estimators, but we also engage the design team, major trade partners, and key suppliershow to achieve the desired budget and schedule. Our ultimate goal is to provide accurate cost information in an efficient manner with alternative solutions to help the City of Deer Park attain a facility that fulfills all of its needs for the best possible price.

3.1.4 Describe your understanding of the administrative challenges and opportunities associated with providing Pre-construction and Construction services for the City on this project, and your strategy for resolving these issues.

We understand the challenges associated with getting the most for your money. Providing preconstruction and construction services for a city project can be both challenging and rewarding. By understanding the challenges and opportunities, the project team can work to minimize risks and maximize benefits for the community.

Challenges

- Regulations and Permits: One of the biggest challenges is obtaining the necessary permits and complying with regulations. City projects are subject to various rules and regulations at the local, state, and federal levels. This can add significant complexity to the project, and failure to comply with regulations can result in costly fines and delays.
- Budget and Schedule: Another challenge is managing the project budget and schedule. City projects are typically funded by taxpayers, and there is a lot of pressure to keep costs under control. At the same time, the project must be completed within a certain timeframe, which can be challenging if unexpected issues arise. The allocated funds and the project wants and needs may not align

Opportunities

- Innovation and Sustainability: A city project can provide an opportunity to implement innovative and sustainable practices. For example, the project could incorporate green infrastructure or use renewable energy sources, which could have long-term benefits for the community.
- Community Engagement & Economic Development: A city project can provide an opportunity to engage with the local community and build relationships. By involving residents in the planning and construction process, the project can foster a sense of ownership and pride in the community. A city project can stimulate economic development in the area. For example, the construction of a new public building could create jobs and attract new businesses to the area. Another way this project can have economic impact is through the selection of the local trade partners.

3.1.5 Describe your Bid/Proposal Package Strategy for completion of the Construction Documents and for procuring Cost of the Work from subcontractors, vendors, suppliers, etc.

Our intent is to provide real-time feedback on specific cost items as the design proceeds so that the Owner can make timely and informed decisions. The goal is early identification of potential budget shortcomings or excesses, and provide options that keep the project within budget. We continually discuss the Owner's expectations for quality and scope. We compare and establish budgets with our own cost database of current related projects based on the current marketplace conditions. We actively monitor material commodity fluctuations and judge the level of competition in the market in order to accurately predict actual conditions will affect the budget. Our team develops a comprehensive list of clarifications and qualifications so there are no misunderstandings of what the GMP covers. We will alert the project team of any scope increases or decreases that may have differed from the original program in order to reaffirm that the team has elected to change course. This process will assure a project scope matches exactly with the approved GMP program.

3.1.6 Describe your Constructability Program for this Project and how it will be implemented.

Our PM, superintendent, estimators, and VDC group will review the construction documents weekly. Our standard constructability procedures will be adapted to conform to the format requirements of OFPC's design review process.

Quality of Design

- Verifying the design meets the Owner's expectations in terms of functionality, quality, aesthetics and maintenance.
- Verifying that the design meets the requirements (budget & schedule)
- Using the right materials, equipment and systems in the correct way
- Optimizing the value of the finished product within the available budget

Quality of the Construction Documents

— Verifying the of the CD's
— Reviewing the clarity of the CD's
— Verifying the schedule, quantities, and materials
— Verifying the inclusion of value management items
— Checking for prefabrication opportunities within the design

Redicheck Process

RO has a robust program to minimize Change Orders, Substitutions, and Requests for Information (RFIs). RO utilizes RediCheck, a firm specializing in construction document review that helps identify discrepancies, inconsistencies, errors, and omissions between and within design disciplines. All building systems and equipment are reviewed for applicability, quality, durability, and life cycle cost considerations. Project sequencing issues are discussed, as well as site access and mobility. After the constructability review process, the project team should have a precise plan for making the project happen, and the Owner should clearly understand what to expect during construction.

3.1.7 Provide examples of records, reports, monitoring systems, and information management systems you will use on this Project during Pre-construction Services.

We utilize these platforms for tracking, logging and linking capabilities that we use to properly manage the project in all aspects. If the Owner or design partner wishes us to utilize another platform, we can. We have successfully utilized and interfaced our project controls with other management products such as Open Space, ViewPoint, Procore, P6 Oracle, and Bluebeam. We use these systems to communicate and log required controls such as:

— Estimates & cost accounting
— Quantity take offs
— Cost analysis/variance reports
— Value management logs
— Proposal solicitations & evaluation forms
— Bid tabulations forms

3.1.8 Provide examples of Pre-construction Services provided that creatively incorporated mechanical, electrical, and plumbing solutions in similar structures.

Creative MEP solutions provided by RO include successfully furnished numerous value options to bring a project in line with the budget goals of the owner. This is accomplished by working with the design team early in the development of this project and RO's numerous relationships within the subcontractor community.

RO's VDC (Virtual Design in Construction) team works closely with the estimating department on virtual models, clash coordination, and building your project virtually to work out the bugs prior to construction. If necessary, our team will take point clouds to capture a true as-built condition with up to 1/8" accuracy. Our VDC team will manage clash coordination meetings with the design team and trade partners to ensure proper spatial planning. Our VDC team and MEP Manager are RO employees who are focused on your project. Our approach to BIM is so integral to how we do business; outsourcing these services was never an option.

02 CONSTRUCTION SERVICES & APPROACH

3.2.1 Describe your Construction Management and Execution plan for providing Construction Phase Services required for this Project.

RO's team oriented, process driven and client focused approach to construction management is designed to provide the best resources for every phase of the construction process. As we move into the construction phase, based the accumulated knowledge of the design, project team and current scheduling specialist will begin detailed planning of the day to day operations of the construction team. Assignments will be made to RO team members to ensure coverage of all the required activities in a seamless team operation.

Owner Options

We deliver options throughout the preconstruction and bid process that allows engagement of choice based on pricing options related to systems, materials and design to deliver each project that best fits the needs of the project budget. This includes tracking items under consideration along with their estimated values, sorted into categories of accepted, declined or in review. This dynamic tool showing running totals is shared with the project team to indicate the targeted budget, value of accepted value options and the remaining balance to reach the targeted budget.

Bim for Accurate Pricing

We use BIM to get all project participants on the same page, making the same assumptions, to eliminate excessive contingencies and obtain more accurate pricing from suppliers in early design stages.

Market Pricing

A mix of negotiated and hard-bid procurement methods helps us stay current with market pricing trends. Self-performing a significant amount of concrete construction and purchasing all concrete materials has enabled us to develop a comprehensive in-house database of concrete costs for all project types and applications. This allows us to compete with and validate trade partner pricing. Our experience allows us to have constructive conversations about trade partner pricing at all stages.

Monitoring & Tracking

Once subcontracts have been awarded and the work is underway, we monitor and track costs using the standard schedule of values format in our Project Management software system, which is also included in our monthly pay applications.

Open Book

Our Open Book approach means all trade partner and supplier billings are on file for inspections at any time during the project. We can also provide copies of the trade partner invoices. At the end of the job, we submit a detailed cost report with our final billing.

3.2.2 Describe what you perceive are the critical Construction issues for this Project.

The below lists some of the issues RO believes are critical on the project:

- Maintaining good relationships with the city and surrounding neighborhoods
- Developing a procurement strategy
- Developing a logistics and control plan that meets the needs of the City of Deer Park and our construction activities
- Controlling construction noise, traffic, dust and keeping the streets clean
- Public safety and site security, maintaining effective barriers around the project
- Especially the protection of the public community and children's baseball fields that is adjacent to the site
- Managing deliveries so as to minimize job site storage of materials
- Managing the construction schedule so as to complete the project before the required Substantial Completion date

3.2.3 Describe your ability and desire to self-perform work on this Project, and the method for determining yourself as the "best value" through a competitive proposal process.

Rogers-O'Brien will only self-perform construction trade work when it is in the best interest of the project as a whole. In our process, we identify those specific construction categories of work that we intend to self-perform early in the preconstruction planning process. We price the self-perform work in-house and at the same time solicit competitive pricing from the trade partner market to ensure the best value for the project is obtained. Best value is the best combination of price, schedule, quality assurance, quality control and safety factors.

The Best Value for Your Project

All trade partners are pre-qualified by RO prior to award and issuance of a contract. This qualification process not only examines the financial stability of the potential trade partner, but also assesses workload capacity and past performance on similar projects. This has the two-fold benefit of assuring the availability of qualified trade partners and educating local trade partners on the skill and experience levels required to successfully compete for and complete our work. Trade Partners are also reviewed at the completion of each project and an update is added to that trade's qualification status. Items reviewed are to include performance, participation and contribution to the Safety culture on the site, number of corrections that were required while on-site, any incidents (or close calls) that may have occurred and a general overview of how that contractor handled their work safely while on the project.

3.2.4 Provide examples of records, reports, monitoring systems, and information management systems you will use on this Project during Construction Services.

RO is proud of the diversity of project types that we have completed. With such a diverse portfolio, we have learned that our clients have varying needs with regards to project reports, and how they wish communication to occur. We utilize these platforms for tracking, logging and linking capabilities that we use to properly manage the construction. We also use these systems to communicate and log required controls such as:

- Requests for Information (RFIs) & Submittals
- Inspections
- Meeting Minutes & Owner Reports
- Change Order Requests
- QA/QC logs

If the Owner or design partner wishes us to utilize another platform, we can. We have successfully utilized and interfaced our project controls with other management products such as Open Space, ViewPoint, Procore, P6 Oracle, and Bluebeam for issue tracking and document control. Our technology offerings will adjust based on new developments in the industry to provide you valuable and innovative solutions.

3.2.5 Describe your approach to containing storm water run-off and meeting the regulatory requirements of the Texas Commission on Environmental Quality's (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) and a Storm Water Pollution Prevention Plan for this Project.

RO will work with the Civil Engineer on the Project to determine location of construction entrances, material storage areas and of course erosion control measures. We will collaborate with the Civil Engineer and the SWPPP consultant to address all of the potential risks inherent with this site and insure that all best practices are included in the erosion controls plan and the SWPPP. We will conduct weekly inspections of all erosion controls and do all reporting and record keeping required by the SWPPP. We will do inspections after rain events, making any repairs or improvements required to insure no sediment leaves the limits of construction.

3.2.6 Describe your approach to coordinating inspections and approvals with the Texas Department of Licensing and Regulation regarding Texas Accessibility Standards.

RO will work with the design team to make sure any required plan check corrections are reflected in the construction documents. We will follow up through the construction phase to make sure all the required cover up and pressure test inspections are done and approved. We will work with the design team to schedule a preliminary TDLR inspection as soon as construction is sufficiently complete to recognize potential ADA compliance violations. Any corrections required from this preliminary inspection will be corrected prior to the final inspection.

3.2.7 Describe your approach to coordinating inspections and approvals with the Fire Marshal regarding approval of life safety systems.

RO will work with the design team to get all appropriate documents submitted for review by the State Fire Marshall. We will work with our fire sprinkler and fire alarm subcontractors to get all shop drawings and submittals into to the State Fire Marshall for approval prior to installation. We will follow up through the construction phase to make sure all the required cover up and pressure test inspections are done and approved. We will work with our subcontractors to schedule all final inspections with the State Fire Marshall, the State Elevator Inspectors and the State Boiler Inspector. RO's MEP Coordinator will pre-inspect the work before all critical inspections to ensure that we are ready for the inspections. This is all in addition to the OFPC, Architect, Engineer and Commissioning inspections that we will schedule throughout the Project.

03 ESTIMATING & COST CONTROL MEASURES

3.3.1 Identify the proposed cost control team for Pre-Construction and Construction Services, their duties, city(s) of residence, estimating system, and GMP cost control system for this Project.

Cost Control Team

Jennifer Gonzales
Project Director
Katy, TX

Miguel Garcia
Preconstruction Manager
Pearland, TX

TIm Broughton
Sr. Project Manager
Manvel, TX

Garrett Patton
Project Manager
Houston, TX

Carl Roades
Superintendent
La Porte, TX

All RO personnel stationed on the jobsite will be responsible for and participate in some aspect of cost control. Viewpoint, Sage, and Procore are all estimating software that will be utilized by our estimating department through development of the GMP.

- **Jennifer Gonzales** *(Project Director)*: responsible for oversight of all RO operations
- **Tim Broughton** *(Sr. Project Manager)*: assists in GMP development, preconstruction scheduling, post GMP cost control, buyout, oversight of the change management process using Viewpoint integrated project management software.
- **Garrett Patton** *(Project Manager)*: assists in GMP development, preconstruction scheduling, post GMP cost control, buyout, oversight of the change management process using Viewpoint integrated project management software.
- **Carl Roades** *(Super)*: will continuously review constructability, sequencing of work, and project schedule
- **Miguel Garcia** *(Precon Manager)*: will work with the project team in all aspects of estimating and bidding for the project.

Procore

RO's use of Procore was based on its ability to meet the needs of our teams, our trade partners and most importantly, our clients. It is used to manage the budget, the change process, cost coding and the invoice approval process, as well as all other facets of project management. The platform provides tools for all aspects of a project during construction. Procore can be accessed from both a desktop and mobile device in the field, knowledge the teams need to successfully build the project is available 24/7.

3.3.2 Describe your project estimating system for developing the GMP Proposal and how you will monitor and track these costs during the procurement and payment process.

The GMP will be based on the available Design Documents, which should provide a general definition of the design intent and scope of work. It will be based upon the most current update of the overall schedule. We will target the most qualified subcontractors early in the design phase to assist with estimating and developing the GMP. The GMP will capture all of the cost required to complete the Project, including all required contingencies and allowances. The trade partner schedules of values, proposal requests and change orders will all be integrated and managed in RO's Viewpoint Vista accounting platform and our Procore software. All trade partner compliance requirements will be tracked, ensuring no payments can be made to any non-compliant trade partners. Our suite of softwares produce a multitude of reports by which the financial status of the project can be managed.

SD BUDGET	DD BUDGET	50% CDs	PREQUAL & BID TABULATIONS	FINALIZED GMP
— Take-off Quantities — Detailed Estimates with Unit Costs — Allowances	— Prepare Quantities — Prepare Estimates — Drawing Comments — Value Options	— Update Quantities — Update Estimates — Drawing Comments — Value Options — Long-Lead Items — Advertise Solicitation	— Verify Financial Stability — Confirm Experience — Verify Scopes and Quantities	— Obtain Final Approval — Execute Subcontracts — Begin Preparation for Construction

3.3.3 Describe how the cost control team will ensure the executed GMP Proposal will be within the Owner's budget on this Project.

Staying within Budget

As soon as RO is picked to be your Premier Builder for this project, our precon and operation departments will collaborate with your project team, consisting of Owners, Architects, Engineers and Consultants, in order to identify areas of potential cost savings to create a budget that will be the best value for you.

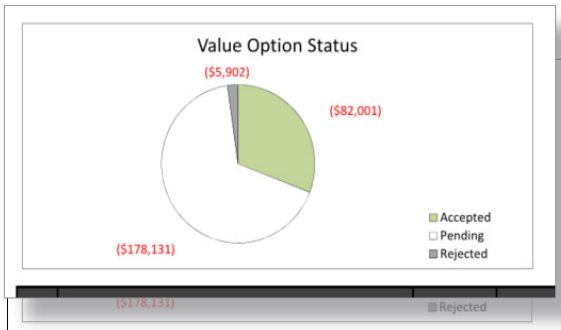
Ensuring that the GMP will be within budget we will continually feed cost and quantity information to the design team. This cost and quantity information will be used to steer the design to a conclusion that is within budget. We will begin with an initial Conceptual Estimate, followed by a Schematic Design Estimate and a 50% Design Development Estimate. At each step of this process, costs and quantities will be compared back to the budget to get precise information as to where the design is in relation to the budget. We will work with the design team to control costs by managing the quantities, materials and systems. Our estimating team will provide cost effective alternatives for material selections throughout the design. OFPC will be involved every step of the way.

Approach to Value Management

- Shared Understanding – Understand the "Must Haves" of the project.
- Challenge Ourselves to Not Change the Design – Seek Value not Deletion
- Start with the building systems – ***"Focus on what is behind the wall, not what is on the wall"***
- Solicit Input from Trade Partner
- Consolidated Tracking Log – Running Total to Track Overall Impact of Budget Decisions

In an effort to provide and maintain the best value for our clients, RO creates and implements our budget tracking Value Management log (VM Log) for use in tracking potential scope addition or reduction options that the team will want to explore. We then work with the larger project team to reduce cost or add scope and to compare alternate products and systems so that RO can make cohesive decisions that align with the best value for the City of Deer Park Jimmy Burke Acitivity Center project budget. These interim pricing exercises will be tracked and presented via the VM log.

Sample value management log on following page.



Sample

Value Management Log

Rogers-O'Brien CONSTRUCTION

Original Budget	$5,265,331
Original/BGSF	$137.70
Accepted Value Options	($82,001)
Revised Budget	$5,183,330
Target Value	$4,588,440
Target Value/BGSF	$120.00
Budget Delta	**$594,890**
Pending Value Options	($178,131)
Delta to Target if **All** Pending Accepted	$416,758

Item #	Item Description	Total Value	Alternate	Status	Further Action By	Accepted	Pending	Rejected	Notes
Sitework									
C1	Balance site by raising site and building grades by 6". Offset with higher retaining walls at south end of the property.	TBD		Rejected				TBD	
C2	Eliminate storm drain at low parking bays of south lot and sheet flow to detention pond.	TBD		Rejected				TBD	
C3	Provide engineered stone gravity walls for detention pond structure in lieu of concrete walls	TBD		Rejected				TBD	
C4	Eliminate sidewalk along Legacy Hill Rd.	In Estimate		Accepted		In Estimate			
C5	Eliminate COSA sidewalk along Decel lane addition. Include the removal and replacement of this sidewalk in the cost for the Decel lane construction Allowance if required	In Estimate		Accepted		In Estimate			
C6	Reduce other sidewalks per sketch	TBD			RS&H				
C7	Reallocate Monument Sign Allowance from TI to Shell budget	In Estimate		Accepted		In Estimate			
C7.1	Reduce Monument Sign Allowance to $10,000. This includes all foundations, skin, lights and signage scopes	In Estimate		Accepted		In Estimate			
C8	Revised Utility bids from subs on based on DD Civil plans	In Estimate		Accepted		In Estimate			
C9	Provide splitface block dumpster enclosure in lieu of CMU w/ stone veneer and cast stone cap	($10,146)		Pending			($10,146)		Cannot be taken w/ C9.1
C9.1	Provide stained wood fence at dumpster enclosure in lieu of CMU w/ stone veneer and cast stone cap	($21,655)		Pending			($21,655)		Cannot be taken w/ C9
C10	Provide alternate asphalt paving sections per discussion with Terracon.	TBD			Terracon				
C11	Relocate transformer to SW corner of buildilng, eliminating secondary length and associated cost, per revisions	TBD			RO				
C12	Provide alternate site gas line routing per revisions	TBD			RO				
C13									
C14									
C15									
	Subtotals	($31,800)				$0	($31,800)	$0	
Structural									
S1	Provide earth formed grade beams w/ trapezoid carton forms in lieu of Voidform soil retainer beam sides with rectangular voids	($21,066)		Rejected				($21,066)	RS&H to change detail to include Voidform system
S2									
S3									
S4									
S5									
	Subtotals	($21,066)				$0	$0	($21,066)	
Architectural									
A1	Eliminate eyebrow canopies Allowance	($20,000)		Pending	RO		($20,000)		Get alternate pricing

3.3.4 Describe your plan and approach to address volatility and/or escalation of material pricing during the duration of the Project to achieve completion within the GMP.

Effective communication and collaboration among project stakeholders, including architects, engineers, contractors, and suppliers, is key to addressing material pricing volatility and escalation. Regular meetings, updates, and reviews can help ensure that everyone is on the same page and can work together to find solutions to any issues that arise. We are in constant contact with our trade partners and material vendors to ensure we account for any major commodity market volatility and will provide value options throughout the process.

Economic volatility and supply chain disruptions are two of the greatest challenges in our industry today. Our team will create a project-specific procurement strategy by understanding key start dates, milestone dates, completion dates, and any other specific priorities that will be required for a successful project. Establishing this plan not only allows us to project and coordinate critical procurement items, but also allows us to mitigate the impact of inflation we are experiencing in the market. Below are some solutions that we have utilized during this unprecedented time in the market:

- Budget review with each progression set of documents
- Early on-boarding of trade partners during design phase
- Early release packages for long-lead materials and equipment
- Establish key decision-making timelines that align with current market price-holds

3.3.5 Identify a maximum of five (5) projects listed in Criterion 8 with GMP contracts and the amount of savings returned to the Owner. For these projects, describe your cost estimating methods, describe how the estimates were developed, how often they were updated and the degree of accuracy achieved.

PROJECT NAME	CONTRACT TYPE	COST SAVINGS
Highland Park UMC Tolleson Family Activity Center	GMAX	$0.00
UNT Eagle Landing Dining Hall	GMAX	$0.00
Mexican-American Cultural Center (MACC)	CMAR	*project still in progress*
Park Cities Baptist Church Children's Floor Renovations	GMAX	$0.00
The Austin Media Center at ACC	GMAX	$0.00

On all RO projects, we practice the same methods of cost estimating to ensure a successful delivery. We use our relationships to the local trade markets to our advantage to ensure that estimates related to the markets are refreshed and confirmed to meet anticipated cost at the time of writing subcontracts. Throughout the initial budgeting efforts, bid strategies are developed and confirmed based on the market conditions related to methods and means as well as materials to align to the volatility of the markets and achieve best value for the project. Cost savings may enable the redistribution of project budgets to enhance desired design features or accommodate additional scope

Cost Estimating Methods on RO Projects

- Establish a core team Formulate the most effective means of communications.
- Develop, monitor, and adhere to preconstruction and construction milestones.
- Explore innovative ways to sequence the construction that achieves project savings.
- Provide market-tested pricing for the major project components throughout design and preconstruction.
- Identify long-lead items that may impact schedule.
- Select key trade partners early to gain insight and draw feedback.
- Evaluate opportunities for alternate contracting options (w/ incentive packages that promote best value)
- Deliver a schedule and GMP that is accurate, appropriate, and achievable to align with the needs and goals of the defined scope of the project that best supports the overall objectives.

3.3.6 Describe your fiduciary responsibility as a Construction Manager-at-Risk using GMP contracts for publicly funded projects.

As the Construction Manager-at-Risk on the Jimmy Burke Activity Center project, RO will act as a custodian of City of Deer Park funds. Our management philosophy requires us to operate with the emphasis on honesty, integrity and teamwork that are essential to the success of any CMAR project. We maintain the position that the fiduciary responsibility of any project is ultimately ours. We routinely work with public entities where our work is public record. An even more important fiduciary responsibility is delivering maximum value for the City of Deer Park and the Activity Center. In addition to doing the expected due diligence in tabbing bids during buyout, we negotiate contracts in a fair and equitable way. We buy complete scopes of work and seek to get best value for the project, and we conduct our buyout with integrity and not shop numbers.

3.3.7 Describe your cost control methods during construction and how you procure subcontracts, confirm scope, amount, and ensure proper payment. From any three (3) projects listed in response to Criterion 8, provide examples of how these techniques were used and the degree of accuracy achieved.

RO's Project Manager will be responsible for trade partner buyout and negotiations, pay applications, and change management. Trade partner proposals of each trade will be tabbed for qualifications, completeness of scope and pricing. The trade partner bid tabs will be prepared prior to the receipt of bids and will be based on the GMP definition of the scope of work and on the final construction documents.

Subcontractor procurement begins with the advertisement for proposals to ensure maximum subcontractor participation and achievement of HUB goals. The proposals of each trade will be tabbed for qualifications, completeness of scope and pricing. The subcontractor bid tabs will be prepared prior to the receipt of bids and will be based on the GMP definition of the scope of work and on the final construction documents. All payments to subcontractors will be based on schedules of values conforming to the GMP and the schedule of values in the Owner billing. All subcontractor payments will be reviewed and approved by OFPC and a minimum of two RO internal approvals each month.

Cost Control Examples

UNT Eagle Landing Dining Hall

The program budget was set when Rogers-O'Brien was awarded this CMAR project. The first round pricing provided clarification there were vital project items missing. Once these scope items were incorporated, we performed detailed Value Engineering exercises to get back as close as possible to the original program budget. Through the construction phase of this project we maintained our GMP and targeted a credit to the owner upon completion.

ACC Austin Media Center

When seeking trade partners on the project, RO advertised the bid and hosted a public outreach event at the local RO office. Trade partners were invited to learn more about the scope of the work and talk through it with the Lead Estimator, Project Manager, and Project Director. This process allowed for more overall awareness to the trade partners which resulted in a competitive bid process, more transparancy, and a large choice of trade partner bids that RO had to chose from. It also, allowed for a larger outreach to meet our HUB goals and minority support.

PCPC Children's Floor Renovation

Prior to work starting, a meeting was held with the responsible parties to go over project coordination. As work was installed, we conducted progress inspections and created deficiency lists to document corrections needed or incomplete work. We also used the BIM process for coordination of MEP rough-in coordination and inspected based on that coordination. This helped to avoid any cost issues to arise down the road.

3.3.8 Describe your methodology for working with the Project Architect/Engineer and their consultants to deliver a GMP and to maintain the GMP throughout the design and construction process.

Throughout construction, project control is maintained by the Project Superintendents and supported by the Project Managers. RO takes a team-centered, process-managed, and customer-focused approach to managing all projects. We use "partnering" as a team building tool to focus the team to the City of Deer Park's objectives. Project scheduling and project controls are prepared at the outset of the project which allow us to establish the organization and process by which we will manage the project. RO will establish benchmarks against which we will measure our progress, budget and safety through every phase of the project. RO will ensure that the project team knows the precise status of the project in terms of budget, safety, quality and schedule at all times. We will deliver the project on or under budget, on time or early while creating a satisfied client and repeat customer.

Project costs are tracked in Procore with monthly reports issued to the Cost Control Team. Special reports, tracking specific issues or areas of work can be generated in short order. The Project Manager is responsible for trade partner buyout and negotiations, pay applications, and change order management. We establish a weekly/standing meeting with the project team, Owner, and Architect to review and discuss current and future changes throughout the project. This allows regular opportunities to prioritize initiatives or dive into the weeds on specific issues. Our objective is to deliver the Jimmy Burke Activity Center project on budget, on time or early while creating a satisfaction to the City of Deer Park.

We will meet with the design team and owner early in the process and gain an understanding of the intent of the project. As we work together we will provide real time cost and constructability input to ensure the design meets the desired outcome and falls within the required budget. Our experience with this process is extensive and part of our ability to deliver a project within the budget. Our focus is to deliver the most scope for the money available. We will not compromise architectural aesthetics but will provide value from the inside out. In other words, we will explore alternative solutions to MEP systems and the internal pieces of the project and achieve the desired outcome with several options consisting of different manufacturers of products that will provide the same look at a lessor cost.

3.3.9 Provide a sample of a cost estimate used to establish a contract amount from any project listed in Criterion 8.

Cost Report Sample

TEXAS PREMIER BUILDER

SAMPLE PROJECT ESTIMATE

Conceptual Budget
Nov. 9th, 2022

Job size: 92900 sf

Overview: 12 month

Notes: Clarifications and Assumptions:

1. Price Includes General Conditions and Requirements, Insurances, 4% Contractors Contingency, & Fee.
2. Construction duration is based on 12 months.
3. Excludes franchise utility construction cost.
4. Excludes contaminated soil removal and/or unforeseen site conditions.
5. Excludes un-fixed bowl seating and moveable stage. All loose furnishings to be part of Owner-furnished and Owner-installed FFE.
6. Excludes removeable carpet tiles over wood flooring for events.
7. Excludes escalation.

Alternates:

1. To provide 2,968 seats as 35% flip-down and 65% bleacher seating - in lieu of 3,250 all bleacher seats, please add $295,680 to our price.

Phase	Description	Takeoff Quantity	Total Cost/unit	Total Amount
	Concrete			
03.08.00	**Common Work Results for Concrete**			
	30" Piers 25' Deep (Uncased)	2,350.00 lf	137.47 /lf	323,049
	12x14' Gradebeams	1,300.00 lf	114.56 /lf	148,923
	Elevator Pits	1.00 ea	17,163.46 /ea	17,163
	6" SOG	79,600.00 sf	6.87 /sf	546,496
	3.5" SOMD	16,000.00 sf	4.58 /sf	73,316
	Common Work Results for Concrete	**95,800.00 sf**	**11.60 /sf**	**1,110,968**
	Concrete	**95,800.00 SF**	**11.60 /SF**	**1,110,968**
	Masonry			
04.20.00	**Unit Masonry**			
	Brick	20,447.00 sf	34.37 /sf	702,701
	Unit Masonry	**95,800.00 sf**	**7.34 /sf**	**702,701**
	Masonry	**95,800.00 SF**	**7.34 /SF**	**702,701**
	Metals			
05.12.00	**Structural Steel Framing**			
	Structural Steel - 10lbs / sf	479.00 tns	7,446.17 /tns	3,566,714
	Long Span over Basket Ball Courts Premium	37,500.00 sf	5.73 /sf	214,793
	Structural Steel Framing	**95,800.00 sf**	**39.47 /sf**	**3,781,508**
05.50.00	**Metal Fabrications**			
	Metal Pan Stair Flights	4.00 ea	17,163.47 /ea	68,734
	Metal Fabrications	**95,800.00 sf**	**0.72 /sf**	**68,734**
	Metals	**95,800.00 SF**	**40.19 /SF**	**3,850,241**
	Wood, Plastics, and Composites			
06.40.00	**Architectural Woodwork**			
	Millwork	58,300.00 sf	6.87 /sf	400,718
	Architectural Woodwork	**95,800.00 sf**	**4.18 /sf**	**400,718**
	Wood, Plastics, and Composites	**95,800.00 SF**	**4.18 /SF**	**400,718**
	Thermal and Moisture Protection			
07.10.00	**Dampproofing and Waterproofing**			
	Brick Air Barrier & Rigid Insulation	20,447.00 sf	13.75 /sf	281,080
	ACM Air Barrier & Rigid Insulation	14,925.00 sf	13.75 /sf	205,171
	Site & Building Sealants	95,800.00 sf	0.11 /sf	10,974
	Elevator Pits Waterproofing	2.00 ea	4,009.46 /ea	8,019
	Dampproofing and Waterproofing	**95,800.00 sf**	**5.27 /sf**	**505,244**
07.21.00	**Thermal Insulation**			
	Sprayed Insulation	37,500.00 sf	9.16 /sf	343,669
	Thermal Insulation	**95,800.00 sf**	**3.59 /sf**	**343,669**
07.40.00	**Roofing and Siding Panels**			
	TPO Roofing	63,800.00 sf	17.18 /sf	1,096,305
	Roof Element	20,663.00 sf	17.18 /sf	360,217
	Roofing and Siding Panels	**95,800.00 sf**	**15.20 /sf**	**1,456,522**
07.43.00	**Composite Panels**			
	ACM Panels / Roof Element Soffit & Fascia	14,925.00 sf	51.55 /sf	769,390
	Concession Canopy ACM (Soffit and Roof)	680.00 sf	51.55 /sf	35,054
	Roof Equipment Screens	6,000.00 sf	34.37 /sf	206,202
	Composite Panels	**95,800.00 sf**	**19.55 /sf**	**1,010,645**
	Thermal and Moisture Protection	**95,800.00 SF**	**34.61 /SF**	**3,316,081**
	Openings			

Phase	Description	Takeoff Quantity	Total Cost/unit	Total Amount
08.33.00	**Coiling Doors and Grilles**			
	Roll up Grilles	4.00 ea	4,009.46 /ea	16,038
	Coiling Doors and Grilles	**95,800.00 sf**	**0.53 /sf**	**50,485**
08.40.00	**Entrances, Storefronts, and Curtain Walls**			
	Curtainwall on Structural Steel w Vert. Fins	6,390.00 sf	171.83 /sf	1,098,023
	Curtainwall w/o Vertical Fins	6,600.00 sf	126.01 /sf	856,882
	Translucent Glass Panels (CW)	4,715.00 sf	103.10 /sf	486,120
	Windows	1,500.00 sf	85.92 /sf	128,876
	Standard Glass Doors	18.00 ea	11,455.64 /ea	206,202
	Glass Door Hardware	18.00 ea	1,145.56 /ea	20,620
	Pass-thru Windows	4.00 ea	5,727.83 /ea	22,911
	Entrances, Storefronts, and Curtain Walls	**95,800.00 sf**	**29.43 /sf**	**2,819,635**
	Openings	**95,800.00 SF**	**31.39 /SF**	**3,007,507**
	Finishes			
09.20.00	**Plaster and Gypsum Board**			
	Interior Standard Partitions	54,130.00 sf	14.32 /sf	775,117
	Exterior Wall Assembly	35,000.00 sf	17.18 /sf	601,421
	FR Partitions	10,786.00 sf	20.62 /sf	467,979
	Acoustical Panels or Gyp Ceiling	58,300.00 sf	8.02 /sf	467,505
	Decorative Ceilings at Lobby	1,250.00 sf	51.55 /sf	64,438
	Canopy Element Framing	8,625.00 sf	20.62 /sf	177,849
	Plaster and Gypsum Board	**95,800.00 sf**	**26.04 /sf**	**2,494,309**
09.30.00	**Tiling**			
	Floor Tile	16,000.00 sf	20.62 /sf	329,923
	Wall Tile	36,000.00 sf	22.91 /sf	824,806
	Tiling	**95,800.00 sf**	**12.05 /sf**	**1,154,729**
09.60.00	**Flooring**			
	Carpet	1,866.00 sy	51.55 /sy	96,193
	VCT	4,000.00 sf	6.87 /sf	27,494
	Sealed Concrete	14,000.00 sf	1.43 /sf	20,047
	Terrazzo Flooring at Lobby	1,250.00 sf	40.09 /sf	50,118
	Rubber Wall Base	6,500.00 lf	2.00 /lf	13,031
	Flooring	**95,800.00 sf**	**2.16 /sf**	**206,883**
09.64.00	**Athletic Flooring**			
	Basket-ball Courts Flooring & Striping	37,500.00 sf	20.62 /sf	773,256
	Gym Flooring	6,500.00 sf	20.62 /sf	134,031
	Athletic Flooring	**95,800.00 sf**	**9.47 /sf**	**907,287**
09.90.00	**Painting and Coating**			
	Painting	95,800.00 sf	8.02 /sf	768,215
	Painting and Coating	**95,800.00 sf**	**8.02 /sf**	**768,215**
	Finishes	**95,800.00 SF**	**57.74 /SF**	**5,531,414**
	Specialties			
10.10.00	**Specialties**			
	Toilet specialties	35.00 ea	1,718.35 /ea	60,142
	Lockers	60.00 ea	973.73 /ea	58,424
	Gym Mirrors	1,200.00 sf	11.46 /sf	13,747
	Display Cases	1.00 ls	22,911.28 /ls	22,911
	Signage - Room ID	65.00 ea	171.83 /ea	11,169
	Signage - Building	1.00 ea	28,639.13 /ea	28,639
	Defibrillators	2.00 ea	2,062.00 /ea	4,124
	Fire Extinguishers	45.00 ea	400.95 /ea	18,043

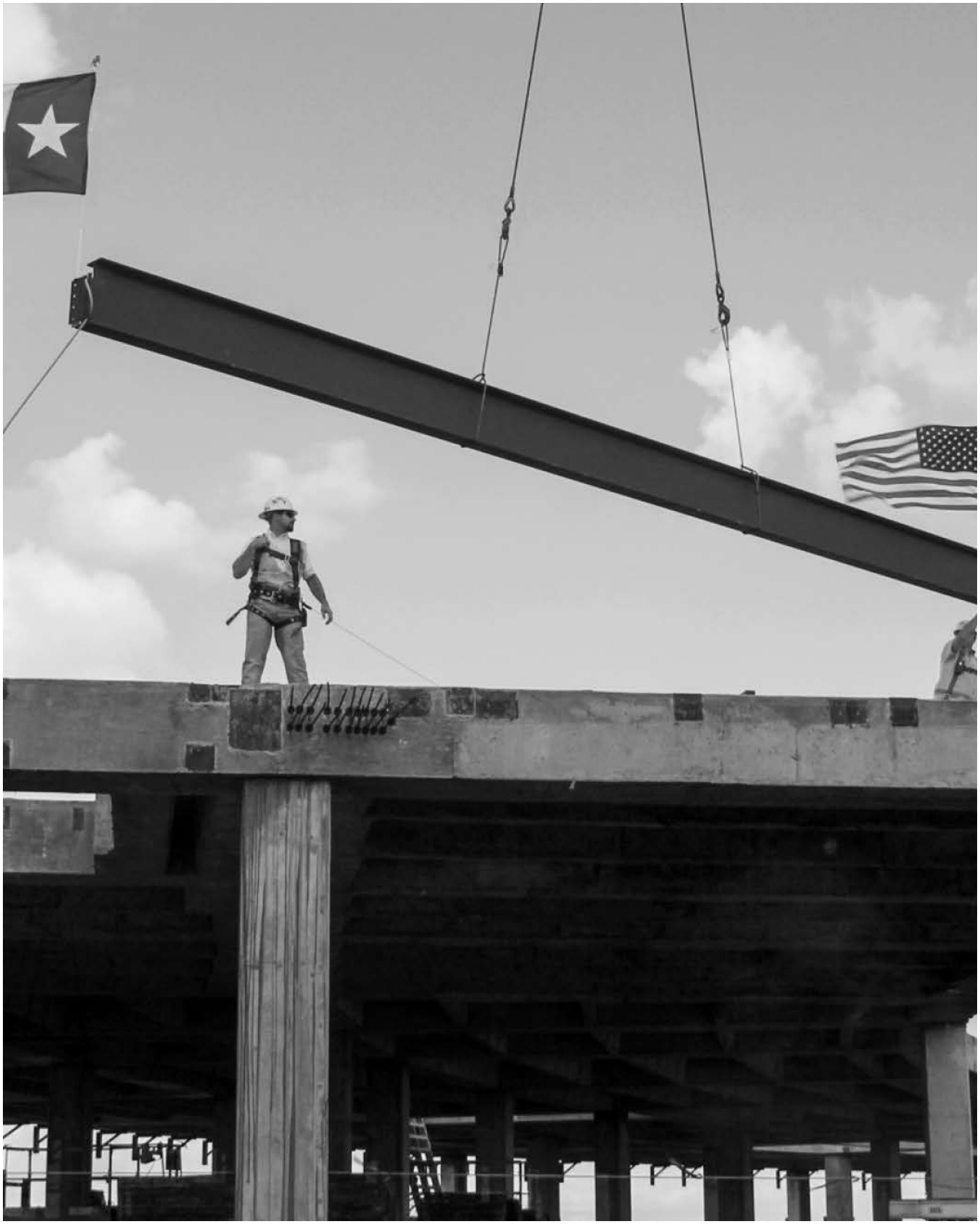
3.10 The Owner intends to accept a GMP prior to completion of Construction Documents. Describe Process for Arriving at a Complete GMP

- Assume and fulfill our fiduciary responsibilities in the management of City of Deer Park's money.
- Establish the SOV in accordance with the Contract Documents and the approved GMP
- Issue subcontracts in accordance with the Contract Documents and the approved GMP

Ensuring 100% CD's Align with Project Scope

- Conduct regular reviews of design documents and track for constructability
- Provide market-tested pricing for the major project components.
- Identify long-lead items that may impact schedule.
- Select key trade partners early.
- Evaluate opportunities for alternate contracting options with incentive packages that promote best value.
- Deliver a schedule and GMP that is accurate, appropriate, achievable

04 PROJECT PLANNING & SCHEDULING



3.4.1 Provide resumes, indicating the scheduling experience of all personnel responsible for establishing and updating the project schedule, and their city(s) of residence for this Project.

Scheduling Team

Christine Graf
Sr. Scheduler
Waxahachie, TX

Miguel Garcia
Preconstruction Manager
Pearland, TX

TIm Broughton
Sr. Project Manager
Manvel, TX

Garrett Patton
Project Manager
Houston, TX

Carl Roades
Superintendent
La Porte, TX

The Project Director, Project Managers, Superintendent, and Scheduler have all received formal training on project scheduling and specific software applications.

- **Christine Graf** *(Sr. Scheduler)*: works collaboratively with project teams in the development, recording, and communication of Project Schedules. Schedule capabilities include Proposal Form, Schematic Form, Master Schedule Form, and Detail Cost and Resource Loaded Form. She is involved in the creation and training of scheduling software used by RO employees
- **Tim Broughton** *(Sr. Project Manager)*: responsible for day-to-day management of the project schedule overall and as ultimate authority for establishing and maintaining the schedule
- **Garrett Patton** *(Project Manager)*: responsible for day-to-day management of the project schedule overall and works with the project team to ensure the project is delivered on time
- **Carl Roades** *(Superintendent)*: ensures that the project is built on time and acts as middle man between field personnel and project team. He is in charge of the day-to-day management of the construction schedule and will produce weekly pull planning sessions and three week look ahead schedules
- **Miguel Garcia** *(Precon Manager)*: during preconstruction phase, will provide planning and budgeting support through life-cycle analysis

3.4.2 Describe your plan for meeting or improving the Owner's proposed schedule for design and construction. If you propose to improve the schedule, describe the impact on quality of services, materials or workmanship that may occur.

Our concept of a project schedule is to explore and evaluate any opportunities we see to improve the schedule:

- Exploring material / building element sections with the design team and ownership that positively impacts the construction schedule.
- Review options with design team to potentially release document packages, such as, site and structural foundations
- Discuss early buyout packages of long lead times for equipment and materials.
- We will investigate any scheduling opportunities that may be created by using multiple subcontractors in different areas to increase the manpower available to the project.
- Identify the correct mobilization
- Collaboration between project team, trade partners, Owner, and design team
- Identify the correct mobilization date which may be dependent on long lead items in order to reduce general conditions & requirements costs

3.4.3 Describe how you will develop, maintain and update the project schedule during design and construction.

Our team all have the responsibility of updating the master schedule on a weekly basis. They will update the schedule collectively with the input of the remaining team members. In addition, our project Superintendent will also produce a detailed 3-week look-ahead schedule which is produced and distributed in our weekly trade partner meeting. Each of our team members have on-the-job experience creating, maintaining and updating project schedules which is vital to any successful schedule. Typically, our projects are scheduled by the critical path method (CPM) utilizing Oracle Primavera 6 software unless another software program is required. RO has a vast amount of construction experience using the CPM along with the fast track approach.

RO's development of a detailed schedule includes critical path items such as delivery dates, City of Deer Park reviews, regulatory authority review periods, drawing package estimate preparation as well as detailed construction activities.

- RO works to identify long-lead items and establish a mitigation plan with the design team to ensure the construction schedule is not impacted.
- We will explore alternate products and construction means and methods that may achieve both cost and schedule savings throughout the preconstruction and construction process
- RO's schedule process also includes the proactive engagement and early pre-qualification of the trade partner community. This approach ensures early market pricing and allows best value success for divisions of work.
- Schedules are updated weekly and distributed monthly unless we determine more frequent updates are deemed necessary.
- We then develop project specific scope packages that allows for the level of HUB participation.
- At last, we develop a Guaranteed Maximum Price (GMP) that is accurate, appropriate, achievable and meets the project budget, schedule and overall design intent. Schedules are updated weekly and distributed monthly unless we determine more frequent updates are deemed necessary.

3.4.4 Describe your approach to assuring timely completion of this Project, including methods for schedule recovery, if necessary. From any three (3) of the projects listed in response to Criterion 8, provide examples of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.

The construction schedule, along with the BIM quantity takeoffs, will be used to develop daily production rates for all components of the work. In this manner we will have immediate daily feedback on our progress against the schedule and can make immediate adjustments to achieve the schedule when negative trending is observed with any division of work. The milestone dates in the master CPM schedule will be enforced to achieve Substantial Completion and so the City of Deer Park project does not get so far behind schedule that the Substantial Completion date cannot be achieved.

If required, Rogers-O'Brien will request additional manpower, equipment, materials and overtime work, as needed, to make our milestone dates. These milestone deadlines will prevent massive acceleration efforts at the end of the project. Pull planning sessions will be used on an as needed basis to develop recovery schedules with the trade partners to achieve each of our intermediate milestone dates.

Schedule Recovery Examples

UNT Eagle Landing Dining Hall

After RO was released on this project, a delay was experienced with the City of Denton not issuing a building permit in a timely manner. To mitigate the delay, the RO team revisited the schedule and resequenced portions of the project to help with the delay. As a result, this allowed the owner to start burn-in and commissioning of the kitchen prior to substantial completion to expedite the project opening. We recovered time on this project by using strategic overtime to overcome the schedule delay.

ACC Austin Media Center

There was an unanticipated remediation of the existing structure, which added $12 million of additional work to the project. Rogers-O'Brien worked with the owner and started work three months early to mitigate some of this delay. Additionally, the build-out of the first floor was the critical path of the project. We provided temporary dry-in at the second and third levels allowing the first level construction to begin while the structural remediation was under way.

Highland Park UMC Tolleson Family Activity Center

On the Highland Park UMC Family Center project we had to revise the schedule to accomodate a ribbon cutting event for the owner. The design was changed in the front main entrance and the RO project team put two schedules together for the owner based off of a 5 day work schedule vs. 6 day work schedule. The owners went with the latter to have a portion of the church turned over in time for their event. Images below show the area of construction when design was changed and at completion.

3.4.5 Describe how you develop and maintain work schedules during design and construction to coordinate with the Owner's project schedule. From any three (3) projects listed in response to Criterion 8, provide examples of how these techniques were used.

Pull Planning Process

RO has had past success on projects that use pull planning. If used, the RO team will conduct a pull planning session with the design team in which they will define their deliverables, dependencies and milestones for completing the design work on schedule. The design team's creation of a design schedule through the pull planning process is the first and most important step in achieving the design teams "buy in" to the schedule. The design schedule will then be used to track progress and manage milestone deadlines. The master CPM will be developed and evolve through the course of the project with updates on a weekly or monthly basis. The updates will be tracked against a baseline, target schedule.

Scheduling Examples

UNT Eagle Landing Dining Hall

During the design phase, we used historical data based on the size of the scope to produced a preliminary schedule. We would request detailed input from our trades partners to ensure we were providing adequate durations for the scopes to be installed. As construction progressed, we provided a two week look ahead to keep the entire team up to date along with a monthly update of the entire project schedule for a more high level coordination standpoint.

Highland Park UMC Tolleson Family Activity Center

On the Highland Park UMC Tolleson Family Center project, there were some descrepencies between the original skin schedule and the schedule the trade partners were following. To adjust, we worked overtime (including weekends), added on additional team member, and worked with the City of Dallas on special permitting.

ACC Austin Media Center

By understanding the needs of ACC Highland, and goals to provide a new efficient school in a constrained time frame, we were able to set milestones and work together to achieve them. By using LEAN principals with on-time deliveries, supply chain management and weekly schedule reviews with those accountable, we were able to successfully navigate the schedule to bring the project in on time and on budget.

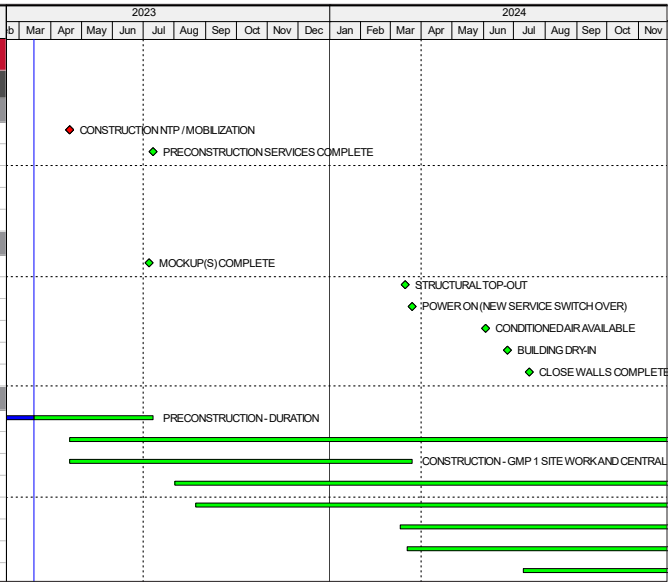
3.4.6 Describe your experience utilizing Primavera, Microsoft Schedule, or similar software for scheduling. From any of three (3) of the projects listed in response to Criterion 8, provide a sample of the monthly schedule reports, including identified milestones and schedule recovery plans.

The Project schedule will be developed in Oracle P6 software in accordance with the City of Deer Park guidelines for the format and content of the schedule. The schedule will include activities for all City of Deer Park and State inspections, approvals, deliverables and other requirements. The design process and approvals will be included in the design schedule. All requirements and activities will be incorporated in the schedule including any City of Deer Park activities or community events that will affect the construction schedule. Careful attention will be put into scheduling the phasing and completion of each portion of the Project. Activities for the commissioning process, life safety inspections, pre-punch and punch list inspections, close out documents and execution of the Substantial and Final Completion checklists will be included in the schedule. All of these scheduling items will be discussed in advance and approved in the development of the original schedule. Our goal is to make the Owner's schedule and RO's schedule one and the same. These schedule items will then be managed and enforced in the same manner as the rest of the schedule.

Schedule Examples

Critical Path Example - Mexican-American Culture Center

Act ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
MEXICAN AMERICAN CULTURE CENTER - PHASE 2 EXPANSION - GM					
EXECUTIVE SUMMARY					
PROJECT MILESTONES					
CMS.1010	CONSTRUCTION NTP / MOBILIZATION	0d	0d	Apr-19-23	
CMS.1020	PRECONSTRUCTION SERVICES COMPLETE	0d	0d		Jul-10-23
CMS.1030	SUBSTANTIAL COMPLETION - OVERALL PROJECT	0d	0d		Feb-06-25
CMS.1040	FINAL COMPLETION - CLOSE OUT	90d	90d	Feb-07-25	Jun-13-25
CMS.1080	FINAL COMPLETION (CAL DAYS)	0d	0d		Jun-13-25
KEY DATES					
IMS.1060	MOCKUP(S) COMPLETE	0d	0d		Jul-06-23
IMS.1030	STRUCTURAL TOP-OUT	0d	0d		Mar-15-24
IMS.1010	POWER ON (NEW SERVICE SWITCH OVER)	0d	0d		Mar-22-24
IMS.1040	CONDITIONED AIR AVAILABLE	0d	0d		Jun-03-24
IMS.1020	BUILDING DRY-IN	0d	0d		Jun-24-24
IMS.1050	CLOSE WALLS COMPLETE	0d	0d		Jul-16-24
PROJECT SUMMARIES					
A1300	PRECONSTRUCTION - DURATION	360d	82d	Dec-17-20 A	Jul-10-23
A1305	CONSTRUCTION SUMMARY DURATION	450d	450d	Apr-19-23	Feb-06-25
A1365	CONSTRUCTION - GMP 1 SITE WORK AND CENTRAL PLANT	232d	232d	Apr-19-23	Mar-22-24
A1315	CONSTRUCTION - GMP 2 - SOUTH BUILDING ADDITION	365d	365d	Aug-01-23	Jan-20-25
A2090	CONSTRUCTION - GMP 2 - NORTH BUILDING ADDITION	350d	350d	Aug-22-23	Jan-20-25
A1335	CONSTRUCTION - GMP 2 - LEVEL 1 AUDITORIUM AND OFFICE REN	220d	220d	Mar-11-24	Jan-27-25
A1345	CONSTRUCTION - GMP 2 - LEVEL 2 EXISTING CLASSROOM AND I	223d	223d	Mar-18-24	Feb-06-25
A1325	CONSTRUCTION - GMP 2 - SITE HARDSCAPE AND LANDSCAPING	134d	134d	Jul-10-24	Jan-20-25



Milestone Schedule Example - UNT Eagle Landing Dining Hall

UNT DINE - Milestone Report

Run Date: 27Jan2020
Data Date: 28Jan2019

Project Start: 01Dec2017
Project Finish: 21Apr2020

ID	Activity Type	Description	Early Start	Early Finish	FF	TF	%
50	Finish Milestone	NOTICE TO PROCEED		02Feb2019	0	1	0%
65	Finish Milestone	FINAL COMPLETION		22Apr2020	0	0	0%
67	Start Milestone	ISSUANCE OF PERMIT	01Feb2019		311	311	0%
68	Finish Milestone	CERTIFICATE OF OCCUPANCY		18Mar2020	0	25	0%
69	Finish Milestone	SUBSTANTIAL COMPLETION		18Mar2020	25	25	0%
515	Start Milestone	SLAB POUR #2	17Jun2019		7	7	0%
517	Finish Milestone	SLAB POUR #3		26Jun2019	0	0	0%
518	Start Milestone	PLACE SLAB #1	05Jun2019		0	0	0%

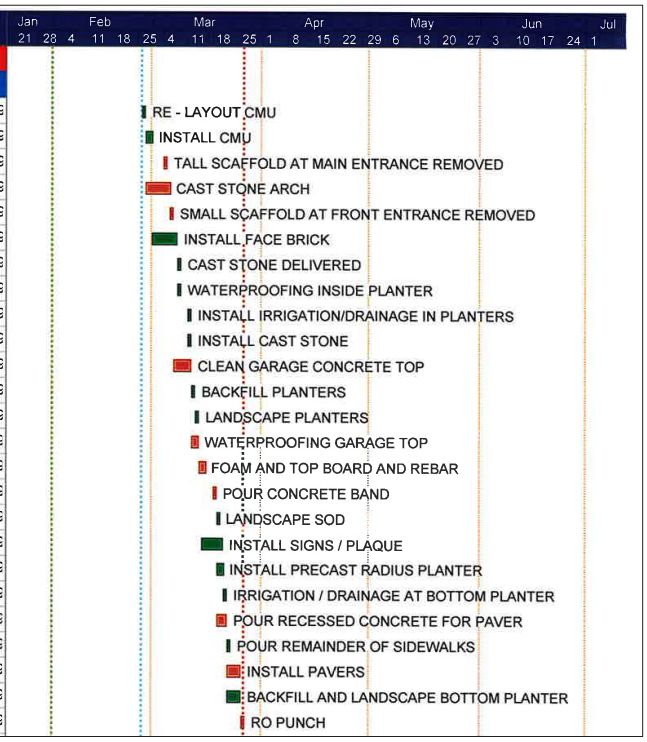
UNT DINE - Activity Report by Total Float.

Run Date: 27Jan2020
Data Date: 28Jan2019

Project Start: 01Dec2017
Project Finish: 21Apr2020

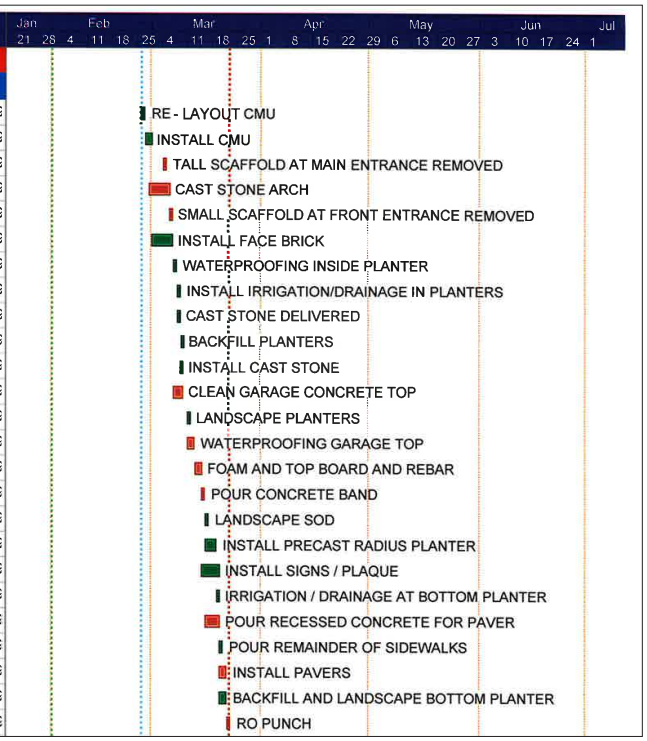
Recovery Schedule Example - Highland Park UMC Tolleson Family Activity Center

ID	Description	Original Duration	Start	Finish
CONSTRUCTION				
SITE				
618	RE - LAYOUT CMU	1	26Feb2019	26Feb2019
622	INSTALL CMU	2	27Feb2019	28Feb2019
619	TALL SCAFFOLD AT MAIN ENTRANCE REMOVED	1	04Mar2019	04Mar2019
489	CAST STONE ARCH	5	27Feb2019	05Mar2019
477	SMALL SCAFFOLD AT FRONT ENTRANCE REMOVED	1	06Mar2019	06Mar2019
478	INSTALL FACE BRICK	5	01Mar2019	07Mar2019
623	CAST STONE DELIVERED	1	08Mar2019	08Mar2019
625	WATERPROOFING INSIDE PLANTER	1	08Mar2019	08Mar2019
488	INSTALL IRRIGATION/DRAINAGE IN PLANTERS	1	11Mar2019	11Mar2019
617	INSTALL CAST STONE	1	11Mar2019	11Mar2019
627	CLEAN GARAGE CONCRETE TOP	3	07Mar2019	11Mar2019
476	BACKFILL PLANTERS	1	12Mar2019	12Mar2019
507	LANDSCAPE PLANTERS	1	13Mar2019	13Mar2019
629	WATERPROOFING GARAGE TOP	2	12Mar2019	13Mar2019
628	FOAM AND TOP BOARD AND REBAR	2	14Mar2019	15Mar2019
483	POUR CONCRETE BAND	1	18Mar2019	18Mar2019
508	LANDSCAPE SOD	1	19Mar2019	19Mar2019
481	INSTALL SIGNS / PLAQUE	4	15Mar2019	20Mar2019
639	INSTALL PRECAST RADIUS PLANTER	2	19Mar2019	20Mar2019
493	IRRIGATION / DRAINAGE AT BOTTOM PLANTER	1	21Mar2019	21Mar2019
497	POUR RECESSED CONCRETE FOR PAVER	3	19Mar2019	21Mar2019
509	POUR REMAINDER OF SIDEWALKS	1	22Mar2019	22Mar2019
484	INSTALL PAVERS	2	22Mar2019	25Mar2019
640	BACKFILL AND LANDSCAPE BOTTOM PLANTER	2	22Mar2019	25Mar2019
511	RO PUNCH	1	26Mar2019	26Mar2019



5-day schedule

ID	Description	Original Duration	Start	Finish
CONSTRUCTION				
SITE				
618	RE - LAYOUT CMU	1	26Feb2019	26Feb2019
622	INSTALL CMU	2	27Feb2019	28Feb2019
619	TALL SCAFFOLD AT MAIN ENTRANCE REMOVED	1	04Mar2019	04Mar2019
489	CAST STONE ARCH	5	28Feb2019	05Mar2019
477	SMALL SCAFFOLD AT FRONT ENTRANCE REMOVED	1	06Mar2019	06Mar2019
478	INSTALL FACE BRICK	5	01Mar2019	06Mar2019
625	WATERPROOFING INSIDE PLANTER	1	07Mar2019	07Mar2019
488	INSTALL IRRIGATION/DRAINAGE IN PLANTERS	1	08Mar2019	08Mar2019
623	CAST STONE DELIVERED	1	08Mar2019	08Mar2019
476	BACKFILL PLANTERS	1	09Mar2019	09Mar2019
617	INSTALL CAST STONE	1	09Mar2019	09Mar2019
627	CLEAN GARAGE CONCRETE TOP	3	07Mar2019	09Mar2019
507	LANDSCAPE PLANTERS	1	11Mar2019	11Mar2019
629	WATERPROOFING GARAGE TOP	2	11Mar2019	12Mar2019
628	FOAM AND TOP BOARD AND REBAR	2	13Mar2019	14Mar2019
483	POUR CONCRETE BAND	1	15Mar2019	15Mar2019
508	LANDSCAPE SOD	1	16Mar2019	16Mar2019
639	INSTALL PRECAST RADIUS PLANTER	2	16Mar2019	18Mar2019
481	INSTALL SIGNS / PLAQUE	4	15Mar2019	19Mar2019
493	IRRIGATION / DRAINAGE AT BOTTOM PLANTER	1	19Mar2019	19Mar2019
497	POUR RECESSED CONCRETE FOR PAVER	3	16Mar2019	19Mar2019
509	POUR REMAINDER OF SIDEWALKS	1	20Mar2019	20Mar2019
484	INSTALL PAVERS	2	20Mar2019	21Mar2019
640	BACKFILL AND LANDSCAPE BOTTOM PLANTER	2	20Mar2019	21Mar2019
511	RO PUNCH	1	22Mar2019	22Mar2019



6-day schedule

05 QUALITY CONTROL & COMMISSIONING PROGRAM

3.5.1 Identify the quality control and commissioning team, their duties, city(s) of residence and their objectives for this Project.

QA/QC Team

Paul Johnson
Strategic Advisor
Colleyville, TX

Ash Gilliam
Director of Quality
San Antonio, TX

Scott Thompson
Quality Lead
Mansfield, TX

Carl Roades
Superintendent
La Porte, TX

While, all personnel are responsible for QA/QC on the job, those listed below are considered the core team for QA/QC.

- **Paul Johnson** *(Strategic Advisor)*: supervises overall quality and safety compliance, reviews preconstruction hazard and risk identification of all job sites, and ensures the project team implements a plan to inform everyone at the jobsite about any hazards or risks. Paul reviews the envelope design to make sure objectives are met insofar as eliminating all possible moisture penetration exposure. He works closely with the project team regarding Rogers-O'Brien's zero defects culture using specific project risk assessments as well as training with a focus on prevention, lessons learned, and clear communication.
- **Ash Gilliam** *(Director of Quality)*: lead the project team through Collaborative Project Planning (CPPTM) from the early stages of preconstruction through project hand-of to the operation team. He is in charge of interdisciplinary coordination and constructability review and leverages early identification and troubleshooting of problem areas or details on the project.
- **Carl Roades** *(Superintendent)*: assures conformance to plans and specifications through their monitoring, scheduling, labor production, subcontractor performance, and testing requirements.
- **TBD** *(Quality Manager)*: assures that construction conforms to the project's plans and specifications and leads the effort to identify and resolve field issues before they become a problem, requiring rework. They are responsible for implementing the on-site BIM coordination sessions with the subcontractors and design team, scheduling and coordinating material delivery, reviewing project submittals and conducting pre-construction meetings with subcontractors. Additionally, a QM ensures the job site is working from the latest documents (often digital documents), processes RFIs and interfaces with the client and design professionals to verify compliance with design intent.

3.5.2 Describe how your quality control team will measure the quality of construction and commissioning performed by mechanical and electrical subcontractors on this Project, and how will you address non-conforming work.

The contract documents, mockups and first work inspections will be used to establish acceptable levels of quality for each component of the work. The quality of work will be measured in comparison to the approved mockup or first work installations. The third party testing and inspection agency and material manufacturers will be scheduled in to perform all of the testing and inspections required by the plans and specifications. The third party testing agency shall quantify and compare all test results against the requirements of the contract documents. The commissioning program will start at the beginning of the job, preparing scripts and checklists and will be a prime focus on the job from day one, through installation/equipment hits the site, hookup and QA/QC, and startup testing.

Workmanship Conformance

Workmanship or materials which are found to be not in conformance with the contract documents shall be identified by way of a Deficiency Notice. If independent testing laboratory test reports reveal non-conforming work or materials and the work effort has been completed and is in place and no longer correctable, the Quality Manager shall direct the trade partner to remove the work.

3.5.3 Describe your implementation of a quality control process for this Project during the Design Development stage; through completion of Construction Documents stage.

RO invests in a thorough, proactive approach to delivering a high-performing building envelope. This effort includes intense coordination with the design team during Collaborative Project Planning (CPP™), buy-out support, shop drawing review, and carries through the construction phase with the implementation of our Quality Specific Control Plan in the field. Our in-house Quality Team oversees this effort from start-to-finish ensuring that we deliver on our Core Value "Commitment to Quality". This QA/QC program will be implemented by every member of the RO team. The QC process is built into the roles and duties of each position on the project team and will be executed as we do on all of our projects.

3 - Phase Quality Checklist

- **Preparatory Phase**: Separate from precon process, operations team members work closely with each trade partner to set expectations and review key project documents and specifications prior to beginning their work on site.
- **Initial Phase**: Critical to the success of this process, an initial installation of the work is completed and reviewed both by our team, as well as external stakeholders. Work is assessed and adjustments are identified and communicated to ensure that all work meets or exceeds the agreed upon standards.
- **Follow-Up Phase**: Though-out the construction phase, quality managers regularly walk the project and perform ongoing follow-up quality inspections. These inspections reference the clear quality standards established in the earlier phases.

3.5.4 Describe how your quality control team will measure the quality of construction performed by trade contractors on this Project, and how will you address non-conforming work.

The quality of work will be measured in comparison to the approved mockup or first work installations. Our superintendents will do these quality comparisons on a daily basis. We will use Fieldlens and Procore to record quality concerns photographically during the course of construction. We build up a QC data base for the project and develop statistical quantification of quality issues and do a trending analysis of recurrent quality issues. A punchlist or QC list will be initiated with every test and inspection performed which documents the inspection and all non-conforming items identified during the inspection. All non-conforming work will be brought into compliance immediately. That work which cannot be repaired, will be removed and replaced. This will be a continuous process during construction through the final punchlist inspections.

Workmanship Conformance

Workmanship or materials which are found to be not in conformance with the contract documents shall be identified by way of a Deficiency Notice. The Quality Manager shall request remedial action of any trade partner where work is found to be non-conforming or materials are found non-conforming by test results. Upon satisfactory completion of the corrective action by the trade partner, RO shall document the results by issuance of a copy of the signed-off Deficiency Notice, with a copy to the TCCD.

3.5.5 Describe your quality assurance program. Explain the methods used to ensure quality control during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used from three (3) projects listed in response to Criterion 8.

Commitment to Quality

Our internal quality team has developed an extensive QA/QC plan implemented on every RO jobsite. Prior to the start of each new project, a quality kick-off meeting is held where the project team reviews the Quality Control Plan (QCP) and defines roles to make sure each team member is held accountable throughout the duration of the project. As part of each project, we assign a Quality Manager (QM) to the team. More than just a field engineer, the QM checks for consistency across plans and specifications and meets with each trade partner to confirm they understand processes and procedures. The project team works together to execute the project specific Quality Control Plan, leveraging tools such as the coordinated model, cloud based project documentation, and 3-phase checklist, to achieve high-quality results once construction begins.

Quality Examples

UNT Eagle Landing Dining Hall

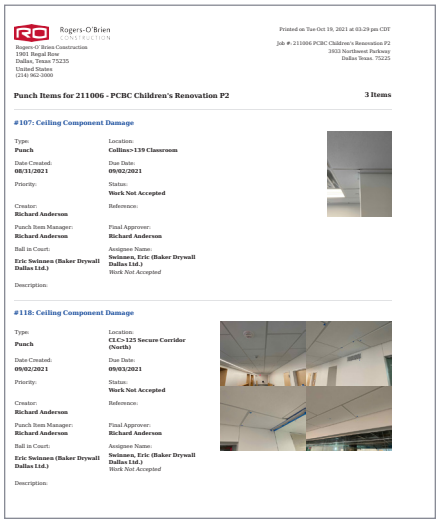
The Dining Hall project scope included an approximately 10,000 SF kitchen. The kitchen has a significant amount of equipment with limited overhead space. We identified the need early to perform an overhead coordination of all of the MEP infrastructure to ensure that there was adequate space. After going through an extensive modeling and clash detection process with our trade partners and the design team, we identified pathways and a sequencing plan that we were able to execute.

ACC Austin Media Center

The Austin Media Center's TV studios, control rooms, sound rooms and editing rooms all contain extensive low voltage cabling. This resulted in the corridor ceilings between these spaces being extremely congested. We modeled these spaces, with extensive back and forth coordination with the design team and the trade partners. The broadcast integrator, end-users and the design team were brought in to inspect the locations of all power and data boxes to ensure that every device was located per end-users requested location. Back boxes were routinely moved from original drawing locations to a new space to better suit end-user needs.

PCBC Children's Renovation

Punch lists are beneficial, and necessary, to the job because they help eliminate error in a controlled and timely process. They hold project teams, trade partners, and Owners accountable to turnover the project at the highest quality. The screenshots below are examples of a quality checklist/punch list from the PCBC Children's Renovation project. This a punch list report for the Drywall trade partner showing work that was not accepted due to minor imperfections. These reports, or lists, show photos, give location of where the issue is, and who's responsibility this item belongs to.



Rogers-O'Brien CONSTRUCTION

Rogers-O' Brien Construction
1901 Regal Row
Dallas, Texas 75235
United States
(214) 962-3000

Printed on Tue Oct 19, 2021 at 03:29 pm CDT
Job #: 211006 PCBC Children's Renovation P2
3802 Northwest Parkway
Dallas Texas. 75235

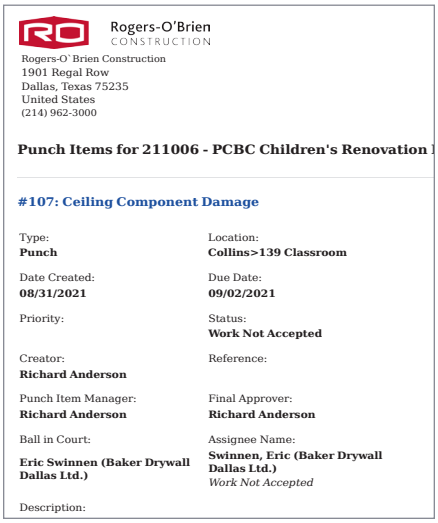
Punch Items for 211006 - PCBC Children's Renovation P2 — **3 Items**

#107: Ceiling Component Damage

Type: **Punch**	Location: **Collins>139 Classroom**
Date Created: **08/31/2021**	Due Date: **09/02/2021**
Priority:	Status: **Work Not Accepted**
Creator: **Richard Anderson**	Reference:
Punch Item Manager: **Richard Anderson**	Final Approver: **Richard Anderson**
Ball in Court: **Eric Swinnen (Baker Drywall Dallas Ltd.)**	Assignee Name: **Swinnen, Eric (Baker Drywall Dallas Ltd.)** *Work Not Accepted*
Description:	

#118: Ceiling Component Damage

Type: **Punch**	Location: **CLC>125 Secure Corridor (North)**
Date Created: **09/02/2021**	Due Date: **09/03/2021**
Priority:	Status: **Work Not Accepted**
Creator: **Richard Anderson**	Reference:
Punch Item Manager: **Richard Anderson**	Final Approver: **Richard Anderson**
Ball in Court: **Eric Swinnen (Baker Drywall Dallas Ltd.)**	Assignee Name: **Swinnen, Eric (Baker Drywall Dallas Ltd.)** *Work Not Accepted*
Description:	



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Dallas, Texas 75235
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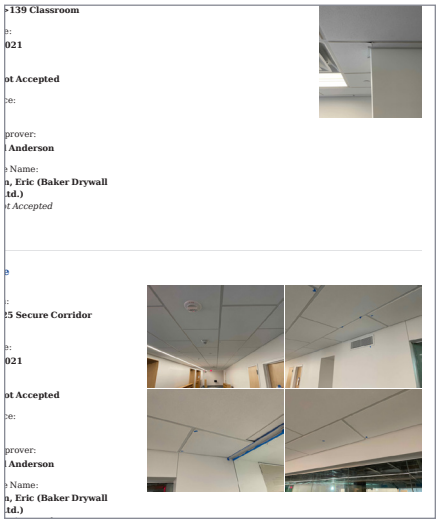
Punch Items for 211006 - PCBC Children's Renovation

#107: Ceiling Component Damage

Type: **Punch**	Location: **Collins>139 Classroom**
Date Created: **08/31/2021**	Due Date: **09/02/2021**
Priority:	Status: **Work Not Accepted**
Creator: **Richard Anderson**	Reference:
Punch Item Manager: **Richard Anderson**	Final Approver: **Richard Anderson**
Ball in Court: **Eric Swinnen (Baker Drywall Dallas Ltd.)**	Assignee Name: **Swinnen, Eric (Baker Drywall Dallas Ltd.)** *Work Not Accepted*
Description:	



3.5.6 Describe your procedures for implementing industry's "best practices" as defined by the Construction Industry Institute and similar organizations for:

Establishing and tracking project objectives

RO takes a team-centered approach to managing all of our work. We use Successful Project Planning (SPP) as team building tools to focus the team on the City of Deer Park objectives for the Project. Scheduling and project controls prepared at the outset of the project allow us to establish the organization and processes by which we will manage the Project. RO will establish benchmarks against which we will measure our progress, budget and safety through every phase of the Project. We will ensure that the Project team knows the precise status of the Project in terms of design development, time, budget and safety at all times. Our focus throughout this project will be on design intent, budget conscious, quality construction and timely delivery. The CM-at-Risk delivery method maximizes what can be achieved when all partners communicate expectations and strengths and collaborate towards a win-win solution and coordinate its realization.

Using project scope definition resources (i.e. Project Definitions Rating Index (PDRI)) in order to obtain complete and accurate design and construction documents from the Architect/Engineer

We take our role as the preconstruction project lead effort very seriously. We continually assess the constructibility of the design documents. RO has developed a wide variety of checklists and milestone assessments that are consistent to the Project Definition Reliability Index (PDRI). Our tools address the 64 criteria in the PDRI, but we look at them by expected deliverables for each step of the design process. The checklists include expected document elements that are similar to the deliverables detailed in the AIA Code of Standard practices. In addition to these milestones, we embrace a collaborative approach to constructibility that focuses on input from our design partners and market vendors as documents develop.

Partnering

RO and our MWBE Joint Venture Partner, Chambers Engineering, have a long-standing relationship. We have used this agreement on several public projects and continue to do so in the present as we are always looking for mutual beneficial opportunities. He helps with preconstruction as well as providing onsite leadership. In addition, we are members of The Citadel Group, which includes 7 similar companies spread across the U.S. We partner in regards to pursuits, training, market strategies and conditions and best practices through monthly meetings.

Cost tracking

Once trade partners have been awarded and the work is underway, we monitor and track costs using the standard schedule of values format in our Viewpoint Vista, Procore, and Sage software systems, which is also included in our monthly pay applications. Our open book approach means all trade partner and supplier billings are on file for the owner's inspection at any time during the project. We can also provide copies of the trade partner invoices. At the end of the job, we submit a detailed cost report with our final billing. We will track change order in the owner's preference of web-based project management software.

Change (order) management systems

Rogers-O'Brien has a robust program to minimize Change Orders, Substitutions and Requests for Information (RFIs). Constructability reviews on RO's projects are conducted by the team of people most qualified to do so, and who will be the most involved in the project. RO utilizes RediCheck, a firm that specializes in construction document review that which helps identify discrepancies, inconsistencies, errors, and omissions between and within design disciplines. To supplement our internal waterproofing team, we call upon our waterproofing consultants for their expertise.

Total quality management for each phase, including close-out and commissioning

Through Technology

— We use BIM for virtual mock-ups, and have developed in-house electronic submittals and punch list processes that enable iPad usage. A completely digital jobsite provides a better way to manage and track construction questions and progress.

Through Warranty Tracking

— At close-out we establish the warranty and work-order system to track warranty issues. We proactively initiate a follow-up 30 days prior to the one-year warranty date. The walk- through ensures that any corrective action has taken place. In weekly internal meetings, warranty issues receive just as much attention as new projects.

Through Close-Out

— RO maintians a rigorous close-out procedure detailed in our Construction Delivery Process that is tailored for each project. The close-out process encompasses punch list resolution, handover of final documentation, including as-built drawings, and operations and maintenance manuals.

3.5.7 Provide an example of a successful constructability program used to maintain project budgets without sacrificing quality.

Successful Constructability Processes:

- Submit an updated Issues Tracking report on a periodic basis.
- Provide QC and constructability reviews throughout the development of design and construction documents.
- Submit updated Constructability Reports with suggested solutions on a periodic basis.
- Assist the project team in obtaining all necessary construction document reviews as needed.
- Provide construction advice on materials, equipment and component systems during preconstruction.
- Assist the project team in determining all required tests and inspections and assist in the procurement of testing and inspection services.
- Evaluate the site and existing site conditions affecting design and construction.
- Evaluate the project for all necessary temporary facilities and aides to construction that need to be included in the construction documents.

Collaborative Project Planning

In addition to our VDC services, RO has developed a unique process called **Collaborative Project Planning (CPP™)**. You can think of this like **"constructability on steroids."** It goes beyond BIM coordination to maximize how we leverage operational experience in our preconstruction strategies. It is an interdisciplinary coordination and constructibility review process, utilizing virtual models, to aid in model and document development.

PURPOSE

Moisture intrusion is the single most litigated aspect of construction

PROCESS

Proactive. Collaborative. Informative. Project and manufacturer specific detail development starts as early as the design development phase

PAYOFF

A coordinated envelope that is buildable and can be accurately priced

06 GENERAL UNDERSTANDING OF CITY'S CMAR AGREEMENT

3.6.1 Describe your interpretation of the Agreement with respect to the Owner's responsibility for payment of the GMP line items and costs within those line items.

In accordance with Article 3 and Article 6 of the AIA A133-2019, the Owner shall be responsible for payment of allowable costs incurred by the Construction Manager, to the extent such costs are within the GMP. To the extent the Construction Manager incurs costs which are not allowable under Article 7, or which would cause the GMP, as amended by Change Order, to be exceeded, Construction Manager shall pay such costs without reimbursement by the Owner.

3.6.2 Describe your fiduciary responsibility to the Owner (as a public entity) for tracking all construction costs and contingencies on this Project.

Allowances

During the preconstruction process, design is evolving and items of work can be a thought and not yet defined. The idea is to place that item of work as a placeholder in the estimate, and as a team collectively establish an appropriate allowance. As design progresses and the item of work is being defined we are able to refine the initial allowance based on scope and trade partner input. At the GMP the number of allowances, if any, should be negligible and believed to have minimal risks.

Contingencies

Contingencies are similar in that they encapsulate things within the details of the scope of work that may not be apparent based on the GMP documents that are typically 90 – 95% complete. Funds available from the contingency after construction is complete and will either be completely refunded or shared based on a contractually agreed upon percentage. During the stages of design and pricing of schematic design, design development, and 90 – 95% construction documents the contingency should be reduced based on an agreement between the entire team.

3.6.3 Describe your philosophy for maximizing Project scope for the Owner during Preconstruction Services, minimizing risk to yourself, and identifying when savings can be returned to the Owner during construction.

RO's philosophy for maximizing project scope is to provide a finished product that meets the City of Deer Park's expectations in terms of cost, quality and functionality. RO believes that to maximize the scope of work is to maximize the value.. RO thinks that maximizing the scope of the project is to find the correct balance between cost, function and aesthetics. The maximization of the scope of work is the intent behind RO's value management and constructability efforts. We will work to present options for the most cost effective materials, equipment and systems that best fulfill the intended function. RO and our trade partners will look for any and all cost savings that still maintain the design intent, functionality and esthetics.

Buyout will be tracked against the GMP budget with all variances being tracked in a separate buyout contingency account. Near the completion of buyout, the Project team can determine the best uses of any remaining buyout contingency.

3.6.4 Identify any terms of the Agreement that you will ask to change before signing the City's Standard Form of Agreement Between Owner and Construction Manager-at-Risk.

- Line items identified in Construction Manager's schedule of values shall be included as allowable costs, including stipulated rates for subcontract default insurance and other insurances provided by the Contractor, labor rates, and Contractor owned equipment rental rates.
- The applicable warranty period shall begin upon Substantial Completion of the Work.
- For excusable delays caused by the Owner or Architect, Construction Manager shall be entitled to both time and actual extended general condition costs. For excusable delays not caused by the Owner or Architect, Construction Manager shall be entitled to both time and actual extended general condition costs for delays, but only to the extent such delays exceed thirty days in the aggregate.
- Waiver of consequential damages shall be mutual and conform to the standard language contained in the AIA A201-2017.

3.6.5 Describe your methods for advertising, receiving proposals/bids, evaluating and selecting, awarding subcontracts for trade contractors and subcontractors on this Project, including review by the Owner.

Our Approach

— Early trade partner onboarding locks-in pricing and production
— Early release of design packages
— Flexibility and variety of materials
— Transparent communication and architect collaboration regarding submittals

The Project will be advertised in the local trade publications, minority contractor trade associations, and plan rooms in the local area. RO has a data base of well over 2,000 subcontractors in the Austin, San Antonio, Temple, Waco, Houston and Dallas metropolitan areas. All of these subcontractors who have a trade incorporated in the project, will receive an individual notification of the request for proposals and directions on how to get the proposal documents. Every relevant subcontractor in the area will know about the Project. RO will make a good faith effort to solicit HUB subcontractors and suppliers. In conjunction with the advertisement of the HUB solicitation, RO will host a HUB mixer to introduce the HUB community to the Project and info as the available opportunities the Project has to offer.

The RO Preconstruction teams thoughtfully issue solicitations with expectations of pricing holds and/or language to acknowledge and address significant price changes that may occur during the bidding and buyout phases. Beyond trade partner bidding, preconstruction engagement with the design team early in a project can offer real-time feedback on costs of finishes and materials and quickly identify alternatives when necessary.

Trade Partner Prequalifications

— Insurance carrier evaluation
— Insurance coverage
— Safety program
— Safety personnel qualifications
— Drug testing program
— WC EMR
— HUB participation

Trade Partner Qualifications

All potential trade partners are carefully qualified by RO before they can be hired and issued a contract. This process not only examines the financial stability of the potential trade partner, but also assesses workload capacity, safety record, and past performance on similar projects. This has the two-fold benefit of assuring the availability of qualified trade partners and educating local trade partners on the skill and experience levels required to successfully compete for and complete our work. A final selection of trade partners is made considering staff recommendations, trade partner business ethics and a record of quality workmanship which are aligned with the owner's standards. We must rely on our solid reputation in the industry and continue building our established relationships with trade associations and HUB firms so that trade partners will want to work with RO. Throughout its history, RO has promoted and cultivated participation among HUB-owned firms on our projects. Our objective is to increase visibility, improve economic viability, and develop opportunities for the utilization of local and HUB certified businesses. Our proven track record has helped to foster mutually beneficial, ongoing relationships.

07 JOB SITE SAFETY & WARRANTY

3.7.1 Describe your job site safety program for this Project and specific safety policies in which employees must be in compliance.

At Rogers-O'Brien, we always put safety first, believing it is our duty to provide the safest possible workplace for our employees, jobsite partners and clients. Our dedicated safety personnel directs our proactive approach to environmental, safety and health programs. Our Safety Program seeks to eliminate all jobsite incidents and injuries, property damage, fire damage and occupational illness. **Rogers-O'Brien is the recipient of the ABC National Pinnacle Safety Excellence Award, the highest-level safety award given by the Associated Builders and Contractors Trade Association.**

Our Program Includes:

- Background checks
- Drug screening for all new employees
- Trade Partner compliance with our substance abuse policy
- Safety procedures
- We also assign each new employee a work partner until the safety director has completed an assessment of that employee and identified their training needs.

3.7.2 Briefly describe the firm's approach for anticipating, recognizing and controlling safety risks and note the safety resources that the firm provides for each project's safety program.

"Safety Starts With Me" is the first portion of the RO Mission and Vision statement. The safety of all staff, visitors, and construction workers are always top priority. Our dedicated safety personnel directs our proactive approach to environmental, safety and health programs that RO has established over the course of 54 years. Our methodology for achieving a safe project focuses on planning, prevention and enforcement. Safety begins in preconstruction with project scheduling, planning and construction document reviews. As we schedule the project we will plan our construction operations to incorporate the best practices for safety and engineered controls. Accident/incident prevention begins before any work is started on the jobsite. Our prevention efforts focus on safety education, safety awareness and planning for safety on a daily basis. All of our management personnel use the Procore software on their iPhones and iPads to photograph, document and notify any team members and trade partners of any safety and/or quality issues they see in the field. Using Procore we can instantly and effectively communicate anything we see in the field on the spot, to whomever needs to respond to the circumstance. Procore also provides reports of our visual inspections that can be accessed in real time.

RO Life Saving Commitments

RO has launched a comprehensive initiative that focuses on eliminating serious injury and fatalities (SIF). RO's lifesaving commitments (LSC) offer mitigation strategies for the most serious hazards we encounter on the job and empowers our employees and trade partner employees to help build RO's record of safe operations. We have integrated our LSC's into our safety management system. We incorporate our LSC's into our weekly job wide safety meetings and pre-task planning. We proactively engage our employees and trade partners on the highest risk work and work diligently to plan for this work.

"LOVE THE QUALITY OF THE RO PERSONNEL...GOOD, PROFESSIONAL, RESPECTFUL, HARD WORKING PEOPLE."

3.7.3 Describe the level of importance for enforcement and support of project safety that the firm includes in performance evaluations for Superintendents and Project Managers.

RO always puts safety first, our projects are evaluated each month firm ownership to gauge compliance with the safety initiative of the jobsite.

- We use Procore to conduct daily audits of our projects by tracking and analyzing trends in acts and conditions, both safe and unsafe, and target our safety efforts so that any unsafe occurrences can be improved before they result in accidents.
- Safety grading is built into our monthly financial reporting and evaluated with the same importance as the project's financial performance. The projects safety grade is calculated as a function of the information collected in Procore and the man-hours worked on the job.
- The monthly safety performance is discussed with our project managers each month to determine any adjustments or course corrections are necessary with our jobsite personnel or safety management procedures. At RO, we believe that what gets measured gets managed.
- All project management personnel are required to maintain current OSHA 30 Hour training and First Aid/CPR training.

3.7.4 Describe the safety and insurance/claims history information and weighting that the firm includes in the submission and award process for "best value" subcontracts.

All trade partners are pre-qualified by RO prior to award and issuance of a contract. This qualification process not only examines the financial stability of the potential trade partners, but also assesses workload capacity and past performance on similar projects. This has the two-fold benefit of assuring the availability of qualified trade partners and educating local trade partners on the skill and experience levels required to successfully compete for and complete our work. Trade Partners are also reviewed at the completion of each project and an update is added to that trade partner's qualification status. Items reviewed are to include performance, participation and contribution to the Safety culture on the site, number of corrections that were required while on-site, any incidents (or close calls) that may have occurred and a general overview of how that contractor handled their work safely while on the project.

3.7.5 Identify the Project safety team, their qualifications, duties and city(s) of residence.

Ross Daly
Director of Safety
Dallas, TX

Paul Ward
Regional Safety Manager
Lake Jackson, TX

All Safety Supervisors at RO are responsible for maintaining and protecting both employee and public health and safety in a variety of industries. They work to identify and implement safe working conditions and procedures. They ensures compliance through training and loss prevention programs and federal, state and local regulations in environmental, safety and health related areas.

3.7.6 For all projects that the firm has managed (or co-managed) in the past five (5) years, list and describe all events or incidents that have reached any of the following levels of severity:

— **Any occupational illness or injury that resulted in death or total and permanent disability**

RO has not had any occupational illness or injury that has resulted in death or total and permanent disability during the last 5 years.

— **Three occupational illnesses or injuries that resulted in hospital admittances**

1. Electrical worker was working on tracing a lighting circuit in the parking lot and came into contact with a live wire causing an electrical shock. Worker was admitted to the hospital but was released and fully recovered.
2. Worker got leg caught when a Georgia Buggy stalled out and struck employees ankle. Right leg was fractured and burned. Worker was admitted into the hospital and had surgery.

— **Explosion, fire or water damage that claimed 5% of the project's construction value**

RO has not had any explosions, fire or water damage that claimed 5% of a project's construction value during the last 5 years.

— **Failure, collapse, or overturning of a scaffold, excavation, crane or motorized mobile equipment when workers were present at the project**

RO has not had any failure, collapse, or overturning of a scaffold, excavation, crane or motorized mobile equipment when workers were present at a project during the last 5 years.

3.7.7 Identify any deaths that have occurred on a project site controlled by your firm, or any subcontractor(s) (at any contractual level), that had a death on your project site. If so, describe how you have revised your program.

RO has not had any deaths on projects during the last 5 years.

3.7.8 Identify the firm's Experience Modification Rate (EMR) for three (3) most recent annual insurance-year ratings.

YEAR	EMR RATE
2022	.72
2021	.88
2020	.88

3.7.9 Identify the firm's annual OSHA Recordable Incident Rates (RIR) for all work performed during the past three (3) calendar years.

YEAR	RIR RATE
2022	.60
2021	.65
2020	.41

3.7.10 Identify the firm's annual OSHA Lost Workday Case Incident Rates (LWCIR) for all work performed during the past three (3) calendar years.

0

3.7.11 Describe your warranty service support philosophy and warranty service implementation plan for this Project.

Warranty Service Implementation Plan

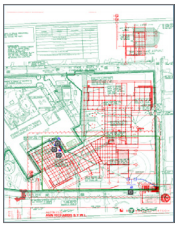
At close-out we establish with the Owner our warranty and work- order process in order to proactively track all warranty events after we demobilize. We take great pride in delivering a quality project and ensuring that Owners receive value throughout the project lifecycle, including during the warranty period. The same Project Manager that oversees the project from beginning is responsible for managing any and all items during the warranty period. Our Project Manager also will proactively initiate an 11-month warranty walk, 30 days prior to the one-year warranty date expiration, conducting a walk-through to ensure that there are no deficiencies prior to the end of the warranty period. Weekly, we internally review all outstanding warranty issues in the company and rest assure that warranty issues receive the same amount of attention as our ongoing construction projects.

"DOUBLED REVENUE WHILE SIMULTANEOUSLY REDUCING WARRANTY COSTS BY NEARLY 50%"

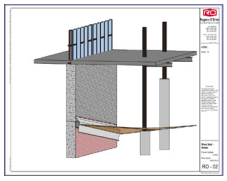
Warranty Service Philosophy

RO has staked its reputation on return clients and satisfied end users throughout its corporate lifetime. When unexpected warranty issues are experienced RO understands we are judged on the responsiveness to any warranty issues. We resolve the issue in the speediest way possible, with the least amount of disturbance or inconvenience to the Owner. Most importantly, RO ensures that any corrective measures are done right without secondary call backs. Our project staff will have the entire RO organization in support of their efforts, including our entire local Austin office immediately at their disposal. To avoid warranty calls, no work will be finalized, covered or accepted until the Owner and RO's own Quality Control representatives are completely satisfied that it meets or exceeds all expectations within the approved requirements.

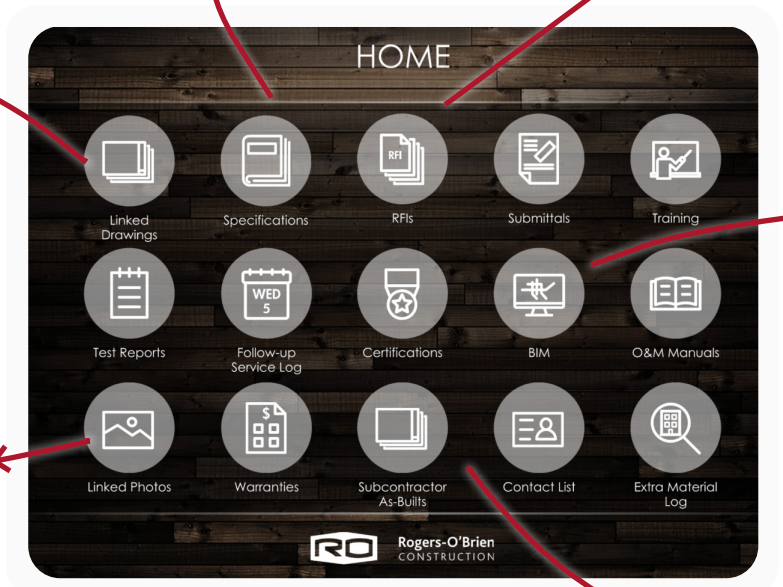
SPECIFICATIONS

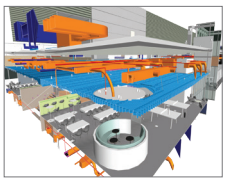


RFI's



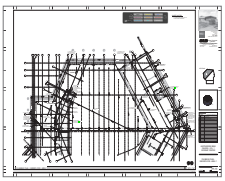
WATERPROOFING





BIM

PHOTOS



SUBCONTRACTOR AS-BUILTS

3.7.12 Provide reference letters from three (3) owners identified in Criterion 8 that describe your response to, and performance on, warranty services AFTER substantial completion.

Park Cities
BAPTIST CHURCH

3933 Northwest Pkwy
Dallas, TX 75225
www.pcbc.org

September 29, 2021

Dear Mr. Large:

I want to congratulate your team on the completion of the *Park Cities Baptist Church Pleitz First Floor Renovations* project. Rogers-O'Brien's management and overall teamwork with their trade partners, design professionals and your project staff was exemplary and were critical to the success of this project.

TEAM:

- Your team of Richardson Anderson, Adam Minter and Alyssa Holland, presented themselves and Rogers-O'Brien in a positive manner and give valuable credit to your organization.
- Rogers-O'Brien managed its trade partners in a very professional manner.

HISTORY:

- Since 2019, Park Cities Baptist Church and Rogers-O'Brien have had a construction management relationship through two successful projects. We look forward to building that relationship.
- We have worked with Rogers-O'Brien on various construction projects over the past couple years and we have found them to be very professional and proficient.

WARRANTY:

- Your overall performance on warranty services after substantial completion was exceptional.
- Your team exceeded expectations by resolving warranty issues in a timely manner and pursued the services to completion.

The success of the entire team is a prime example of why RO is a "best in class" contractor. Please let your team know we appreciate all their hard work and effort. I would be proud to tell others about our positive experience. We look forward to our next project with Rogers-O'Brien.

Sincerely,

Brandon Boyd
Business Administrator

Park Cities Baptist Church - Warranty Letter

UNT SYSTEM
Strategic Infrastructure, Planning & Construction

May 5, 2023

To Whom It May Concern,

I want to congratulate your team on completing *The UNT Eagle Landing Dining Hall* project. Rogers-O'Brien's management and overall teamwork with their trade partners, design professionals, and our project staff were exemplary and critical to the success of this project.

TEAM:

- Your team, partially consisting of Marcus McShan, Andrew Goessler, Jeff Jones, and Brandon Young, positively presented themselves and Rogers-O'Brien and give valuable credit to your organization.
- Rogers-O'Brien managed its trade partners in a very professional manner.

HISTORY:

- Since 2002, the University of North Texas and Rogers-O'Brien have had a construction management relationship through the success of two (2) dining hall projects. We look forward to building that relationship.
- We have worked with Rogers-O'Brien over the past several years and have found them very professional and proficient.

WARRANTY:

- Your overall performance on warranty services after substantial completion was exceptional.
- Your team exceeded expectations by resolving warranty issues in a timely manner and pursuing the services to completion.

The entire team's success is a prime example of why RO is a "best in class" contractor. Please let your team know that we appreciate all their hard work and effort. I would be proud to tell others about our positive experience. We look forward to our next project with Rogers-O'Brien.

Sincerely,

Jay Henson

1901 Main Street • Dallas, Texas 75201 • Tel: 214.571.4800 • UNTSystem.edu

UNT Eagle Landing Dining Hall - Warranty Letter

ACC | FACILITIES & CONSTRUCTION

May 11, 2023

To Whom It May Concern,

I want to congratulate your team on completing the Highland Learning Center Building 3000 and the Austin Media Center for Austin PBS. Rogers O'Brien's management and overall teamwork with their trade partners, design professionals, and our project staff were critical to the success of this project during one of the most difficult times ever to build a building with the Pandemic and the Texas Snow/Ice Apocalypse. Those situations required out of the box thinking and a get after it spirit that allowed the project to be completed successfully by team members including John Anglada, Katie Vesterby, James Kwiatkowski, and Brian Linz. The amount of work in Austin and the Pandemic caused a strain on Subcontractor manpower and Rogers O'Brien managed its trade partners in a very professional manner to try to get them on the project to get the work completed.

Rogers O'Brien and Austin Community College have had a construction management relationship since 2018, and we look forward to building that relationship. Rogers O'Brien has always handled themselves very professionally and worked diligently to complete the project.

Rogers O'Brien has continued to work on completing warranty items that have come up after substantial completion on the project in a timely manner and have met all of Austin Community College's expectations. Several items have been difficult to find the cause of the problem, but Rogers O'Brien has persevered to find the cause and corrected the issue.

The Highland Learning Center Building 3000 and the Austin Media Center for Austin PBS have won AGC local and national awards. The awards are an indicator of the entire team's success in working together as a team and providing a high-quality building for the students, faculty, and staff to utilize far into the future. Rogers O'Brien should be proud of the high-quality building they have constructed for Austin Community College! Please let your team know that we appreciate all their hard work and effort. I would be proud to tell others about our positive experience. We look forward to our next project with Rogers-O'Brien.

Sincerely,

Steven Scott

Facilities and Construction Department

ACC Austin Media Center - Warranty Letter

08 QUALIFICATIONS

3.8.1 Provide a statement of interest for the Project including a narrative describing the respondent's unique qualifications as they pertain to this particular Project.

Just as the mission statement for City of Deer Park is to provide the community a high quality of life, RO provides our clients a high quality project for their community. We appreciate the opportunity to submit our proposal for the the City of Deer Park Jimmy Burke Activity Center project. As a family-owned company, with over 53 years of local history, we have created a community of highly talented individuals, committed to a service-based approach and high-quality construction. While many technical factors will contribute to our success, we believe the cornerstone of our team is partnership and good stewardship of your resources. We bring unique advantages to this project for a successful project delivery. A few of these advantages are summarized below:

Long Established Local Trade Partner Relationships

Since our start in the Texas market, we have developed an extensive base of qualified local trade partners, giving us a decided advantage in gaining competitive pricing. In its ENR Top 400 Survey of top contractors, RO is ranked #155 nationally. We have a strong culture of customer focused service, which has resulted in a long list of loyal customers, with whom we have done many repeat projects.

Using Cutting-Edge Technologies

RO is an industry leader in applying advanced construction technologies in the planning, delivery, and execution phases to drive efficiency and quality for our customer's projects. Our skills range from the ability to provide Laser Scanning, which you have seen firsthand, Model Based Cost Estimating, 3D Model Validated Quantity Takeoffs, BIM models, to the creation of a 4D color-coded waterproofing details. This cutting-edge technology gives us an edge over our competitors by allowing us to quality-check through a virtual build prior to actual commencement of construction.

First Rate Preconstruction

As soon as selected for the project, we will work diligently with the project team to meet all requirements. Our preconstruction department spends a tremendous amount of time analyzing all the project details, utilizing our technology to validate assumptions and "fill in the gaps" to ensure accurate budgets while keeping cost savings options in mind. Starting this process early on helps with material lead times, keeping to schedule and budget, and cultivates a trusting relationship between our project team, the Owner and the consultants.

Each of our decisions and actions will be guided by RO's Core Values:

Safety Starts with Me
We are all responsible for safety and want each of our team members to return home safely at the end of every day.

Commitment to Quality
We do it right the first time. We plan before we proceed and demand excellence in our work.

The "RO" Ride
We build relationships through collaboration and trust. We provide exceptional customer experience through mutually beneficial partnerships with our customers.

Integrity in all we do
We will be fair and truthful with everyone. We do what we say we will do.

The Best People
The strength of our company comes from our people. We surround ourselves with those who are the best at what they do. We are family and treat each other with respect.

A Better Way
We drive change that allows us to improve and be more efficient while providing value to our customers and ourselves.

3.8.2 Provide a statement on the availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the Project.

We are committed to success. We gauge our team's success as one in the same with our client's definition of success for all projects. At RO, repeat customers are at the heart of our success. They tell the story of who we are. They tell the story of what we do. A Repeat Client is much more than just multiple transactions. It's 54 years of synergetic relationships delivering services in ways that encourage growth and success for our clients and partners. Our success thrives through teamwork and collaboration as partners on our projects – building foundations of trust through open communications, reliable delivery, and in the simplest terms – doing the right thing. Listening, learning, and evolving through each of our projects improves processes and approaches that best serve our clients as they grow.

Your proposed team represents a depth of construction experience and established team rapport. RO is elated to be able to deliver the City of Deer Park a core team of members that are local to the Houston area and have been building. Our project team will be 1**00% dedicated and available** to your project. One team member, Carl Roades, resides in the City of Deer Park and has been on the community board for the kids baseball league next do the job site. We will do whatever is necessary to make the City of Deer Park Jimmy Burke Activity Center project a success. We will work tirelessly to be a trusted, competent and highly responsive team player. We thank you for the opportunity to propose and hope to be selected as your partner for this important and exciting project.

3.8.3 Provide the following information on your firm for the past five (5) fiscal years:

Volume of Contracts

— **Annual number, value and percent change of contracts in Texas and nationally per year;**

YEAR	CONTRACT VOLUME	% CHANGE
2022	$3,120,724,372	2.8%
2021	$3,036,066,879	17.6%
2020	$2,582,451,974	44.2%
2019	$1,790,297,696	7.7%
2018	$1,662,338,618	174.5%

Revenues

— **Annual revenue totals and percent change per year;**

YEAR	ANNUAL REVENUE	% CHANGE
2022	$796,848,591	25%
2021	$639,948,228	-10%
2020	$707,436,190	21%
2019	$587,407,878	-14%
2018	$682,851,280	63%

Bonding

— **Total bonding capacity;** $1.5 billion aggregate and $500 million each occurrence.

— **Available bonding capacity and current backlog;** $1.1 billion aggregate with $774 million backlog.

Financials

— **Provide two (2) years of the most recently audited Financial statements.**

Please refer to end of this section for the 2022 and 2021 audited financial statements.

3.8.4 Attach a letter of intent from a surety company indicating your firm's ability to bond for the entire construction cost of the Project. The surety shall acknowledge that the firm may be bonded for each stage/ phase of the Project, with a potential maximum construction cost of 22.3 Million dollars. Bonding requirements are set forth in Article 15 of the Standard Form of Agreement Between the Owner and Construction Manager and Article 6 of the Standard General Conditions of the Construction Contract.

Southwest Regional Office
3000 Internet Blvd., Suite 600
Frisco, TX 75034-1991
T (469) 287-3240
TF (800) 873-8212

THE HARTFORD

January 12, 2023

To Whom It May Concern

ROGERS-O'BRIEN CONSTRUCTION COMPANY, LLC

We represent Rogers-O'Brien Construction Company, LLC for their surety bond needs and consider them to be among our finest clients. We are pleased to set forth our relationship with this company for your consideration.

The organization has an excellent track record, an experienced management team, a strong financial position and an effective organizational structure. Hartford Fire Insurance Company has provided surety bonds for individual projects up to $500 million single and $1.5 billion aggregate.

The Bonding Agent for Rogers-O'Brien Construction Company, LLC is MHBT Inc., a Marsh & McLennan Agency, LLC, 8144 Walnut Hill Lane, Suite 1600, Dallas, Texas 75231.

Hartford Fire Insurance Company has an A.M. Best Rating of A+ and they are listed on the U.S. Treasury List of Approved Sureties.

Hartford Fire Insurance Company acknowledges that Rogers-O'Brien Construction Company, LLC may provide 100% performance and payment bonds, subject to, but not limited to, normal underwriting requirements by Hartford Fire Insurance Company such as review of the bond and contract forms.

Should you have any questions, please feel free to contact us.

Sincerely,

Walter J. DeLaRosa
Partner

ROGERS-O'BRIEN CONSTRUCTION COMPANY, LLC

Dallas, Texas

FINANCIAL STATEMENTS

December 31, 2021

ROGERS-O'BRIEN CONSTRUCTION COMPANY, LLC
Dallas, Texas

FINANCIAL STATEMENTS
December 31, 2021

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Crowe

Crowe LLP
Independent Member Crowe Global

INDEPENDENT AUDITOR'S REPORT

To the Member of
Rogers-O'Brien Construction Company, LLC
Dallas, Texas

Opinion

We have audited the financial statements of Rogers-O'Brien Construction Company, LLC, which comprise the balance sheet as of December 31, 2021, and the related statements of operations, changes in stockholders' equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Rogers-O'Brien Construction Company, LLC as of December 31, 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 audit 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 Rogers-O'Brien Construction Company, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. 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 these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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 Rogers-O'Brien Construction Company LLC's ability to continue as a going concern for one year from the date the financial statements are available to be issued.

(Continued)

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 Rogers-O'Brien Construction Company, LLC'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 Rogers-O'Brien Construction Company LLC'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.

Crowe LLP

Crowe LLP

Dallas, Texas
March 3, 2022

ROGERS-O'BRIEN CONSTRUCTION COMPANY, LLC
BALANCE SHEET
December 31, 2021

ASSETS	
Current assets	
Cash and cash equivalents	$ 65,766,667
Marketable securities	1,715,128
Accounts receivable	86,243,159
Contract assets	58,333,027
Prepaid expenses	551,559
Total current assets	212,609,540
Property and equipment, net	4,352,962
Other assets	
Deposits and other assets	482,361
Total assets	$ 217,444,863
LIABILITIES AND MEMBER'S EQUITY	
Current liabilities	
Accounts payable	$ 106,840,183
Retainage payable	50,988,194
Accrued expenses	12,512,769
Contract liabilities	10,286,949
Total current liabilities	180,628,095
Long-term liabilities	
Deferred compensation payable	320,087
Investment in joint venture	1,333,060
Total long-term liabilities	1,653,147
Total liabilities	182,281,242
Member's equity	35,163,621
Total liabilities and member's equity	$ 217,444,863

See accompanying notes to financial statements.

ROGERS-O'BRIEN CONSTRUCTION COMPANY, LLC
STATEMENT OF OPERATIONS
Year ended December 31, 2021

Earned revenues	$ 639,948,227
Cost of earned revenues	605,417,379
Gross profit	34,530,848
General and administrative expenses	20,408,298
Income from operations	14,122,550
Other income	
Interest and dividend income	59,602
Paycheck Protection Program loan forgiveness	8,069,781
Other income, net	121,797
Loss from joint ventures	(2,434)
Unrealized gain on marketable securities	112,696
	8,361,442
Net income	$ 22,483,992

See accompanying notes to financial statements.

ROGERS-O'BRIEN CONSTRUCTION COMPANY, LLC
STATEMENT OF CHANGES IN MEMBER'S EQUITY
Year ended December 31, 2021

Balance, January 1, 2021	$ 30,654,834
Net income	22,483,992
Distributions	(17,975,205)
Balance, December 31, 2021	$ 35,163,621

See accompanying notes to financial statements.

ROGERS-O'BRIEN CONSTRUCTION COMPANY, LLC
STATEMENT OF CASH FLOWS
Year ended December 31, 2021

Cash flows from operating activities	
Net income	$ 22,483,992
Adjustments to reconcile net income to net cash from operating activities:	
Depreciation	966,897
Investment income from marketable securities	(59,602)
Net unrealized gain on marketable securities	(112,696)
Loss recognized on joint ventures	(2,434)
Forgivness of PPP loan	(8,069,781)
Changes in assets and liabilities	
Accounts receivable	(9,016,049)
Contract assets	5,536,387
Other assets	(243,682)
Prepaid expenses	(136,964)
Accounts payable	11,944,481
Retainage payable	(1,741,133)
Deferred compensation payable	320,087
Accrued expenses	(591,400)
Contract liabilities	(2,833,880)
Due to related party	(3,742,148)
Net cash from operating activities	14,702,075
Cash flows from investing activities	
Purchase of property and equipment	(610,271)
Net cash from investing activities	(610,271)
Cash flows from financing activities:	
Proceeds from line of credit	2,311,182
Payments on line of credit	(2,311,182)
Distributions to member	(17,975,205)
Net cash from financing activities	(17,975,205)
Net change in cash and cash equivalents	(3,883,401)
Cash and cash equivalents, at beginning of year	69,650,068
Cash and cash equivalents, at end of year	$ 65,766,667

See accompanying notes to financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations: Rogers-O'Brien Construction Company, LLC (the Company), formerly Rogers-O'Brien Construction Company, Ltd., was founded in 1969 by J. Steven Rogers and Patrick D. O'Brien. The Company is a general contractor located in Texas, wholly owned by Rogers-O'Brien Holding, Inc. (the Parent). The Company offers full construction services, primarily throughout the state of Texas to a wide variety of clients. The Company's construction expertise includes projects in the sectors of medical, hi-tech, retail, office, industrial, design-build, education, religion, multi-family and interior finish out.

Use of Estimates: Management uses estimates and assumptions in preparing these financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from those estimates. Management's estimates and assumptions include, but are not limited to, estimates of contract revenue, costs and gross profit, collectability of accounts receivable, estimated useful lives of property and equipment, subcontractor default losses, and uninsured general liability and workers compensation claims. Management's estimates and assumptions are derived from and are continually evaluated based upon available information, judgement, and experience. Because of inherent uncertainties in estimated costs on construction contracts, it is at least reasonably possible that the estimates used will change within the near term.

Revenue Recognition: The Company recognizes revenue from contracts with customers when (or as) control of the promised goods or services transfers to the customer, which is primarily achieved over time. A good or service is considered to be transferred when the customer obtains control. For the Company's construction contracts, revenue is generally recognized over time as the Company's performance creates or enhances an asset that the customer controls as it is created or enhanced. Revenue is recorded at the amount of consideration the Company expects to be entitled to in exchange for the delivered goods or services. For more information about the Company's revenue from contracts with customers, refer to Note 2.

Fair Value of Financial Instruments: The Company's financial instruments consist of cash, accounts receivable, contract assets, accounts payable, and contract liabilities. The fair value of a financial instrument is the amount that would be received in an asset sale or paid to transfer a liability in an orderly transaction between unaffiliated market participants. The Company's carrying amounts for cash, accounts receivable, contract assets, accounts payable, and contract liabilities approximates fair value due to the short-term nature of these instruments. Marketable securities are reported at fair value based on quoted prices in active markets for identical assets.

Cash and Cash Equivalents: Cash and cash equivalents include currency on hand, demand deposits, and short-term investments with original maturities of three months or less.

Accounts Receivable: The Company records accounts receivable based on the amounts billed to customers. The Company typically does not accrue interest on accounts receivable balances; however, when contractual terms allow, the Company may apply interest on past due customer accounts receivable. An allowance for doubtful accounts is determined by management based on the Company's historical losses, specific customer circumstances and general economic conditions. Management records an allowance when all attempts to collect the receivable have failed and the account is determined uncollectable. At December 31, 2021, there was no allowance for doubtful accounts recorded as management has determined all accounts to be collectable.

(Continued)

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment: Property and equipment are stated at cost less accumulated depreciation. Depreciation is computed by the straight-line method over the estimated useful lives of the asset. When assets are retired or otherwise disposed of, the appropriate accounts are relieved of cost and accumulated depreciation, and any gain or loss is recognized.

The assets' estimated lives used in computing depreciation are as follows:

Leasehold improvements	Lessor lease term or useful life
All other property and equipment	3 to 5 years

Income Taxes: The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under these provisions, the Company is not subject to federal income taxes. Instead, each shareholder reports their distributive share of taxable income or loss from the Company's income tax return. Therefore, no provision for federal or certain state income taxes is included in the financial statements. The Company is subject to certain state and local income taxes in jurisdictions which business is conducted. These amounts are immaterial to the consolidated financial statements for the year ended December 31, 2021.

The Company follows the standards requiring disclosure of uncertain tax positions under the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740 "*Income Taxes*". There has been no interest or penalties recognized either in the statement of operations or in the balance sheet related to uncertain tax positions. In addition, no tax positions exist for which it is reasonably possible that the total amounts of unrecognized tax benefits will significantly increase or decrease within the next twelve months.

Business and Credit Concentrations: Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and receivables primarily from construction contracts. The Company's cash and cash equivalents consist of bank deposits in accounts, which at times, can be in excess of federally insured deposit limits. At December 31, 2021, the Company had one customers that made up 10% or more of the Company's total accounts and retainage receivables totaling $22,793,217. With respect to earned revenues, the Company had no customers which consisted of greater than 10% of total earned revenues for the year ended December 31, 2021.

Advertising Costs: The Company expenses advertising and marketing costs as they are incurred. Advertising and marketing expenses for the year end December 31, 2021 totaled $396,228.

Marketable Securities: The Company's marketable securities are stated at fair value. 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. The Company records changes in the fair value of equity investments in net income. As of December 31, 2021, the Company had $1,715,128 of marketable securities recorded on the balance sheet. These securities are classified as Level 1 investments within the fair value hierarchy, as described in Note 12. Net realized and unrealized gains and losses on marketable securities are recognized in earnings. Interest and dividend income and net unrealized gains from marketable securities totaled $59,602 and $112,696, respectively, for the year ended December 31, 2021.

(Continued)

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Sales Tax: The Company collects and remits sales tax on certain contracts. Sales tax collected is not included in contract revenues and remittances are not included in costs. Sales tax collected is recorded as a liability, with the liability relieved upon payment.

Joint Ventures: Management assesses any joint ventures at inception to determine if they meet the qualifications of a variable interest entity ("VIE"). The Company's joint ventures are considered VIEs if their investment does not have 1) sufficient equity at risk for the joint venture to finance its activities without additional subordinated financial support, or (2) as a group, the holders of the equity investment at risk do not have either the power, through voting or similar rights, to direct the activities of the legal entity that most significantly impact the entity's economic performance, or (3) the obligation to absorb the expected losses of the joint venture or the right to receive expected residual returns of the joint venture. If the joint venture determined to be a VIE, and the Company is considered the primary beneficiary with a controlling financial interest, the joint venture is fully consolidated. Where the Company does not have the controlling interest in the VIE or is not considered the primary beneficiary, the Company recognizes its proportionate share of revenue, cost, and profit.

As of and for the year ended December 31, 2021, the Company was a partner in the following joint ventures: Rogers-O'Brien Gilbane, LLC, and RO-Chambers Joint Venture (see Note 13). Management has performed the VIE analysis on each and concluded not to be the primary beneficiary with a controlling financial interest.

Variable Interest Entities Under Common Control: In October 2018, the FASB amended the Consolidation topic of the Accounting Standards Codification and issued Accounting Standard Update (ASU) 2018-17, Consolidation (Topic 810). Under the amended guidance, a nonpublic entity has the option to exempt itself from applying the variable interest entity (VIE) consolidation model to qualifying common control arrangements. The Company follows this guidance and has exempted itself from applying the VIE consolidation model to qualifying common control arrangements with PM Shady Grove Ltd. and Regal Row Building Partnership Ltd. as disclosed in Note 7. The Company does not guarantee any debt of PM Shady Grove Ltd. or Regal Row Building Partnership Ltd.

Subsequent Events: The Company has performed an analysis of all events or transactions subsequent to December 31, 2021 to determine the need for any adjustments to and/or disclosures within the financial statements for the year ended December 31, 2021. Management has performed their analysis through March 3, 2022, which was the date the financial statements were available to be issued.

NOTE 2 – REVENUE FROM CONTRACTS WITH CUSTOMERS

The Company recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. At contract inception, the Company assesses the goods or services promised in a contract and identifies, as a separate performance obligation, each distinct promise to transfer goods or services to the customer.

The Company recognizes revenue at the time the related performance obligation is satisfied by transferring a promised good or service to its customers, which is primarily achieved over time. A good or service is considered to be transferred when the customer obtains control.

(Continued)

NOTE 2 – REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

For the Company's construction contracts, revenue is recognized over time as the Company's performance creates or enhances an asset that the customer controls as it is created or enhanced. The Company utilizes the cost-to-cost input method to measure progress towards complete satisfaction of the performance obligation as management believes it best depicts the transfer of control to the customer. Under the cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation.

The Company's construction contracts are accounted for as a single performance obligation as the Company provides a significant service of integrating all of the services and/or goods within the contract, which results in a single bundle of services and goods that represent a combined output.

Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation may be revised in the near term. Changes in total estimated costs, and related progress towards complete satisfaction of a performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs for a performance obligation indicates a loss, a provision for the entire estimated loss is made in the period in which the loss becomes evident.

The transaction price represents the amount of consideration to which the Company expects to be entitled in exchange for transferring promised goods or services to its customers. To the extent the performance obligation includes consideration, including change orders, contract claims, contract bonuses, liquidated damages, and penalties that can either increase or decrease the transaction price, the Company estimates the amount of variable consideration to be included in the transaction price. Variable consideration is included in the transaction price only to the extent it is probable, in the Company's judgment, that a significant future reversal in the amount of cumulative revenue recognized under the contract will not occur when the uncertainty associated with the variable consideration is subsequently resolved.

All of the Company's revenue is recognized over time, as such, no disaggregation of revenue is presented.

NOTE 3 – CONTRACT ASSETS AND CONTRACT LIABILITIES

The timing of revenue recognition may differ from the timing of invoicing to customers. Contract assets include unbilled amounts from long-term construction projects when revenues recognized under the cost-to-cost measure of progress exceeds the amounts invoiced to customers. Contract retainages associated with contract work that has been completed and billed but not paid by its customers until the contracts are substantially complete, pursuant to contract retainage provisions under the contract, are also included in contract assets. Contract liabilities from long-term construction contracts arise when amounts invoiced to our customers exceed revenues recognized under the cost-to-cost measure of progress.

The components of contract assets comprise of the following:

Costs and estimated earnings in excess of billings on contracts in progress	$ 4,567,866
Retainages receivable	53,765,161
Total contract assets	$ 58,333,027

(Continued)

NOTE 3 – CONTRACT ASSETS AND CONTRACT LIABILITIES (Continued)

The component of contract liabilities comprises of the following:

Billings in excess of costs and estimated earnings on contracts in progress	$ 10,286,949

NOTE 4 – CONTRACTS IN PROGRESS

Net contract liabilities and related amounts billed with respect to contracts in progress at December 31, 2021 is as follows:

Costs incurred on contracts in progress	$ 1,705,472,872
Estimated earnings on contracts in progress	49,517,498
	1,754,990,370
Less: billings to date	(1,760,709,453)
	$ (5,719,083)

Included in the accompanying balance sheet under contract assets and liabilities are the following:

Costs and estimated earnings in excess of billings on contracts in progress	$ 4,567,866
Billings in excess of costs and estimated earnings on contracts in progress	(10,286,949)
	$ (5,719,083)

NOTE 5 – ACCOUNTS RECEIVABLE

Accounts receivable at December 31, 2021 was as follows:

	Outstanding Less than 90 Days	Outstanding More than 90 Days	Total
Completed contracts	$ 438,008	$ 403,681	$ 841,689
Contracts in progress	80,366,924	5,034,546	85,401,470
Total accounts receivable	$ 80,804,932	$ 5,438,227	$ 86,243,159

(Continued)

NOTE 6 – PROPERTY AND EQUIPMENT

Property and equipment consists of the follow at December 31, 2021:

Leasehold improvements	$	4,975,894
Warehouse equipment		3,246,964
Computer equipment		1,684,654
Office equipment		831,836
Transportation equipment		444,347
VDC equipment		176,143
Construction and field equipment		34,054
		11,393,892
Less: accumulated depreciation		(7,040,930)
Property and equipment, net	$	4,352,962

Depreciation expense for the year ended December 31, 2021 amounted to $966,897.

NOTE 7 – OPERATING LEASES

The Company rents several vehicles and office facilities from third parties under agreements classified as operating leases expiring at various dates through 2025. Expenses related to these leases totaled $714,051 for the year ended December 31, 2021 and are included in general and administrative expenses.

The Company leases office and warehouse space under operating lease agreements from PM Shady Grove Ltd. and Regal Row Building Partnership Ltd., companies under common control, expiring at various dates through December 2022. Expenses related to these leases amounted to $523,788 for the year ending December 31, 2021 and are included in general and administrative expenses.

Future minimum payments under non-cancellable operating leases are as follows:

	Related Party	Unrelated Party	Total
2022	$ 523,788	$ 778,498	$ 1,302,286
2023	-	609,306	609,306
2024	-	499,277	499,277
2025	-	474,680	474,680
	$ 523,788	$ 2,361,761	$ 2,885,549

(Continued)

NOTE 8 – LINE OF CREDIT

The Company has a line of credit with a local bank in the amount of $5,000,000. The interest rate on the line of credit is the prime rate published in The Wall Street Journal (3.25% at December 31, 2021) and matures on August 14, 2022. The line of credit is collateralized by all accounts receivable and is guaranteed by the Parent. The line of credit is subject to certain financial and reporting covenants of which the Company was in compliance with as of December 31, 2021. There was no outstanding balance or letters of credit on the line of credit at December 31, 2021.

NOTE 9 – NOTE PAYABLE

In March 2020, Congress passes the Paycheck Protection Program (PPP) authorizing loans to small businesses for use in paying employees that they continue to employ throughout the COVID-19 pandemic and for rent, utilities, and interest on mortgages. Loans obtained through the Paycheck Protection Program are eligible to be forgiven if the proceeds are used for qualifying purposes and certain other conditions are met.

On April 16, 2020, the Company received a loan in the amount of $7,963,600 through the Paycheck Protection Program for use in payroll and other eligible expenses. On September 25, 2021, the principal amount of the loan, $7,963,600, along with related accrued interest of $106,181 was forgiven. The total amounts forgiven of $8,069,781 are reported within other income (expense).

NOTE 10 – DEFERRED COMPENSATION

On September 1, 2005, the Parent established an employee shares compensation plan (the ESC Plan) and adopted the intrinsic value method of accounting. Compensation expense for shares awarded under the ESC Plan are recorded when vested. Vesting occurs at a rate of 20% per year starting in the year the shares are awarded. The total shares awarded under the ESC Plan were 82,364 (80,435 vested and 1,929 unvested at December 31, 2021). For the year ended December 31, 2021, $1,698,549 of deferred compensation expense was included within general and administrative expenses related to the ESC Plan. Share awards are settled in cash and do not include any capital stock, share, or equity of the Company or the Parent. Effective December 31, 2020, the Parent closed the forementioned ESC Plan to new employees. Shares awarded to existing employees will continue to vest under the terms of the ESC plan document.

Effective January 1, 2021, the Company established a nonqualified deferred compensation plan (the NQDC Plan) which complies with the requirements of section 409A of the United States Internal Revenue Code. The purpose of the Plan is to aid the Company in retaining and attracting executive employees by providing tax deferred savings opportunities. Per the terms of the NQDC Plan, the Company contributes nonelective contributions to participants if net income of the company exceeds 0.5%, up to 2.5% of revenue. The nonelective contribution will be 10% of the company's net income, that meets forementioned target, per the audited financial statements of the Company. All nonelective contributions made to participants will be allocated on a pro rata share basis. The total number of phantom shares awarded under the plan were 47,000 at December 31, 2021. Nonelective contributions vest at a rate of 20% per year, and each award vests separately. Participant contributions are limited to the Chief Executive Officer of the Company. Any participant contribution is considered fully vested. The Company records compensation expense related to a participant's award ratably over the award period based on vesting provisions. At December 31, 2021, the Company reported a liability of $320,087 which is included in accrued expenses and $336,853 of deferred compensation expense included in general and administrative expenses.

(Continued)

NOTE 10 – DEFERRED COMPENSATION (Continued)

Remaining compensation expense related to these awards is $320,087 per year for the years 2022 through 2025.

NOTE 11 – PROFIT SHARING AND 401K PLAN

The Company has a defined contribution 401K profit sharing plan covering all full-time employees who have met certain requirements. Under this plan, eligible employees may contribute a percentage of their salary to a retirement fund. The plan provides a discretionary employer matching contribution. During the year ended December 31, 2021, the Company made matching contributions of $497,352 which are included in general and administrative expenses and cost of earned revenues.

NOTE 12 – FAIR VALUE MEASUREMENT

When estimating fair value, the Company follows a fair value hierarchy, which describes three levels of input that may be used to measure fair value:

Level 1 – quoted prices in actives markets for identical assets and liabilities.

Level 2 – inputs other than quoted prices in active markets for identical assets and liabilities that are observable, either directly or indirectly.

Level 3 – unobservable inputs. Valuation techniques include the use of pricing models, discounted cash flow models and similar methodologies.

The level in the fair value hierarchy within which a fair measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

The following is a description of the valuation methodologies used for measured at fair value.

Common stocks and Exchange Traded Funds (ETF): Valued at the closing price reported on the active market on which the individual securities are traded.

Money market funds: Value based on short-term cash component as of the measurement date and classified within Level 1 on the valuation hierarchy.

Fixed income: Valued at the closing price reported on the active market and classified within Level 1 on the valuation hierarchy.

Mutual funds: Valued at the daily closing prices as reported by the fund. The mutual funds held by the Company are open-end mutual funds registered with the U.S. Securities and Exchange Commission. The funds must publish their daily net asset value and transact at that price. The mutual funds held by the Company are considered to be actively traded.

(Continued)

NOTE 12 – FAIR VALUE MEASUREMENT (Continued)

The following table presents marketable securities that are measured at fair value on a recurring basis at December 31, 2021:

	Fair Value Measurement at Reporting Date Using			
	Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Mutual funds	$ 45,273	$ -	$ -	$ 45,273
Money market funds	1,454,904	-	-	1,454,904
Common stock	211,734	-	-	211,734
ETF	3,217	-	-	3,217
	$ 1,715,128	$ -	$ -	$ 1,715,128

NOTE 13 – JOINT VENTURES

The Company holds an interest in the following jointly controlled entities as of December 31, 2021:

Name	Description	Percentage Owned	Contract Amount	Percent Complete
Rogers-O'Brien Gilbane, LLC	5th and West	50%	$ 90,000,000	100%
RO-Chambers Joint Venture	South Oak Cliff HS DISD	90%	48,413,264	100%
RO-Chambers Joint Venture	L.G. Pinkston High School	90%	77,507,525	99%

The Company accounts for its interest in the joint venture with Rogers-O'Brien Gilbane, LLC by applying the equity method. During 2019, the 5th and West project for Rogers-O'Brien Gilbane, LLC, was completed and all costs incurred. The joint venture will remain active until the warranty period for the project is complete. The total interest in joint venture has been determined by the Company's share of revenue and costs incurred on the contract. For the year ended December 31, 2021, the Company recognized no revenue and incurred no costs on the 5th and West project. The joint venture shall dissolve upon the first of the following events to occur: 1) unanimous consent of the joint venture's board of managers, 2) entry of a decree of a judicial dissolution, or 3) default of any member pursuant to an event of default as described in the agreement.

The Company entered into a joint venture agreement with an unrelated third party to establish RO-Chambers Joint Venture in which it owns a 90% interest. The Company's percentage of the joint venture's assets, liabilities, revenues, and expenses have been included in the balance sheet and statement of operations as of and for the year ended December 31, 2021. The joint venture will terminate upon the completion of the joint venture contracts and the satisfaction and discharge of all obligations pertinent thereto.

(Continued)

NOTE 14 – COMMITMENTS AND CONTINGENCIES

Management has estimated potential subcontractor default losses on jobs completed or in progress to be $2,500,000 using historical experience and the current enrolled volume in the Company's subcontractor default insurance policy. The subcontractor default reserve is included in accrued expenses on the balance sheet. Due to the variability inherent in the claims settlement process and growth of the Company, it is at least reasonably possible the estimate can change over time.

The Company maintains large deductible insurance programs for its general liability and workers' compensation insurance. The deductible for each occurrence is $250,000 with excess insurance to limit the effect of individual large losses. The Company accrues for the uninsured portion of pending claims based on management's evaluation of the nature and severity of claims after taking into consideration third-party evaluations and the Company's historical claims experience. Based on this analysis, management has accrued $2,556,212 for these claims at December 31, 2021 within accrued liabilities on the balance sheet.

The Company is involved in various disputes in the normal course of business. It is the policy of the Company to accrue for amounts related to disputes if it is probable that a liability has been incurred and an amount can be reasonably estimated. In the opinion of management, although the outcome of any dispute cannot be predicted with certainty, the ultimate liability of the Company in connection with contract disputes will not have a material effect on the financial position or future operation of the Company.

NOTE 15 – BACKLOG

The following schedule summarizes changes in backlog on contracts during the year ended December 31, 2021. Backlog represents the amount of revenue the Company expects to realize from work to be performed on contracts in progress at year end and from contractual agreements on which work has not yet begun.

Balance at January 1, 2021	$ 589,038,929
New contracts and adjustments during the year	698,970,857
	1,288,009,786
Less: revenue earned during the year	(639,948,227)
Balance at December 31, 2021	$ 648,061,559

ROGERS-O'BRIEN CONSTRUCTION COMPANY, LLC

Dallas, Texas

FINANCIAL STATEMENTS

December 31, 2022

ROGERS-O'BRIEN CONSTRUCTION COMPANY, LLC
Dallas, Texas

FINANCIAL STATEMENTS
December 31, 2022

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Crowe

Crowe LLP
Independent Member Crowe Global

INDEPENDENT AUDITOR'S REPORT

To the Member of
Rogers-O'Brien Construction Company, LLC
Dallas, Texas

Opinion

We have audited the financial statements of Rogers-O'Brien Construction Company, LLC, which comprise the balance sheet as of December 31, 2022, and the related statements of operations, changes in member's equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Rogers-O'Brien Construction Company, LLC as of December 31, 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 audit 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 Rogers-O'Brien Construction Company, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. 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 these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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 Rogers-O'Brien Construction Company LLC's ability to continue as a going concern for one year from the date the financial statements are available to be issued.

(Continued)

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 Rogers-O'Brien Construction Company, LLC'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 Rogers-O'Brien Construction Company LLC'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.

Crowe LLP

Crowe LLP

Dallas, Texas
March 1, 2023

ROGERS-O'BRIEN CONSTRUCTION COMPANY, LLC
BALANCE SHEET
December 31, 2022

ASSETS	
Current assets	
Cash and cash equivalents	$ 10,268,584
Marketable securities	12,895,627
Accounts receivable	132,748,590
Contract assets	82,895,184
Prepaid expenses	944,727
Total current assets	239,752,712
Property and equipment, net	4,826,637
Right-of-use assets, net	2,111,955
Other assets	
Deposits and other assets	748,197
Total assets	$ 247,439,501
LIABILITIES AND MEMBER'S EQUITY	
Current liabilities	
Accounts payable	$ 122,959,051
Retainage payable	59,895,457
Accrued expenses	9,454,251
Current portion of lease obligations	885,218
Contract liabilities	11,562,201
Total current liabilities	204,756,178
Long-term liabilities	
Deferred compensation payable	1,135,502
Non-current portion of lease obligations	1,233,214
Investment in joint venture	1,657,266
Total long-term liabilities	4,025,982
Total liabilities	208,782,160
Member's equity	38,657,341
Total liabilities and member's equity	$ 247,439,501

See accompanying notes to financial statements.

ROGERS-O'BRIEN CONSTRUCTION COMPANY, LLC
STATEMENT OF OPERATIONS
Year ended December 31, 2022

Earned revenues	$ 796,848,591
Cost of earned revenues	760,355,522
Gross profit	36,493,069
General and administrative expenses	26,813,753
Income from operations	9,679,316
Other income (expense)	
Gain (loss) on sale of marketable securities	(29,787)
Other income, net	341,278
Loss from joint ventures	(324,206)
Unrealized loss on marketable securities	(299,189)
	(311,904)
Net income	$ 9,367,412

See accompanying notes to financial statements.

ROGERS-O'BRIEN CONSTRUCTION COMPANY, LLC
STATEMENT OF CHANGES IN MEMBER'S EQUITY
Year ended December 31, 2022

Balance, January 1, 2022	$ 35,163,621
Net income	9,367,412
Distributions	(5,873,692)
Balance, December 31, 2022	$ 38,657,341

See accompanying notes to financial statements.

ROGERS-O'BRIEN CONSTRUCTION COMPANY, LLC
STATEMENT OF CASH FLOWS
Year ended December 31, 2022

Cash flows from operating activities	
Net income	$ 9,367,412
Adjustments to reconcile net income to net cash from operating activities:	
Depreciation	963,094
Amortization of right-of-use assets	1,106,296
Loss on sale of marketable securities	29,787
Net unrealized loss on marketable securities	299,189
Loss recognized on joint ventures	324,206
Changes in assets and liabilities	
Accounts receivable	(46,505,431)
Contract assets	(24,562,157)
Other assets	(265,836)
Prepaid expenses	(393,168)
Accounts payable	16,118,868
Retainage payable	8,907,263
Deferred compensation payable	(36,109)
Accrued expenses	(2,206,994)
Contract liabilities	1,275,252
Lease obligation	(1,099,819)
Net cash from operating activities	(36,678,147)
Cash flows from investing activities	
Proceeds from the sales of marketable securities	29,787
Purchase of marketable securities	(11,539,262)
Purchase of property and equipment	(1,436,769)
Net cash from investing activities	(12,946,244)
Cash flows from financing activities:	
Distributions to member	(5,873,692)
Net cash from financing activities	(5,873,692)
Net change in cash and cash equivalents	(55,498,083)
Cash and cash equivalents, at beginning of year	65,766,667
Cash and cash equivalents, at end of year	$ 10,268,584
Supplemental disclosure of non-cash flow activity	
Right-of-use assets recognized through adoption of ASC 842 - operating leases	$ 3,218,251

See accompanying notes to financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations: Rogers-O'Brien Construction Company, LLC (the Company), formerly Rogers-O'Brien Construction Company, Ltd., was founded in 1969 by J. Steven Rogers and Patrick D. O'Brien. The Company is a general contractor located in Texas, wholly owned by Rogers-O'Brien Holding, Inc. (the Parent). The Company offers design-build and construction services to a wide verity of clients mainly in Texas. The Company's construction expertise includes projects in the sectors of medical, hi-tech, retail, office, industrial, education, religion, multi-family and interior finish out.

Use of Estimates: Management uses estimates and assumptions in preparing these financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from those estimates. Management's estimates and assumptions include, but are not limited to, estimates of contract revenue, costs and gross profit, collectability of accounts receivable, estimated useful lives of property and equipment, subcontractor default losses, and uninsured general liability and workers compensation claims. Management's estimates and assumptions are derived from and are continually evaluated based upon available information, judgement, and experience. Because of inherent uncertainties in estimated costs on construction contracts, it is possible that the estimates used will change within the near term.

Revenue Recognition: The Company recognizes revenue from contracts with customers when (or as) control of the promised goods or services transfers to the customer, which is primarily achieved over time. A good or service is considered to be transferred when the customer obtains control. For the Company's construction contracts, revenue is generally recognized over time as the Company's performance creates or enhances an asset that the customer controls as it is created or enhanced. Revenue is recorded at the amount of consideration the Company expects to be entitled to in exchange for the delivered goods or services. For more information about the Company's revenue from contracts with customers, refer to Note 2.

Fair Value of Financial Instruments: The Company's financial instruments consist of cash, accounts receivable, contract assets, accounts payable, and contract liabilities. The fair value of a financial instrument is the amount that would be received in an asset sale or paid to transfer a liability in an orderly transaction between unaffiliated market participants. The Company's carrying amounts for cash, accounts receivable, contract assets, accounts payable, and contract liabilities approximates fair value due to the short-term nature of these instruments. Marketable securities are reported at fair value based on quoted prices in active markets for identical assets.

Cash and Cash Equivalents: Cash and cash equivalents include currency on hand, demand deposits, and short-term investments with original maturities of three months or less.

Accounts Receivable: The Company records accounts receivable based on the amounts billed to customers. The Company typically does not accrue interest on accounts receivable balances; however, when contractual terms allow, the Company may apply interest on past due customer accounts receivable. For the year ended December 31, 2022, the Company has not recorded any interest on past due receivables. An allowance for doubtful accounts is determined by management based on the Company's historical losses, specific customer circumstances and general economic conditions. Management records an allowance when all attempts to collect the receivable have failed and the account is determined uncollectable. At December 31, 2022, there was no allowance for doubtful accounts recorded as management has determined all accounts to be collectable.

(Continued)

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment: Property and equipment are stated at cost less accumulated depreciation. Depreciation is computed by the straight-line method over the estimated useful lives of the asset. When assets are retired or otherwise disposed of, the appropriate accounts are relieved of cost and accumulated depreciation, and any gain or loss is recognized.

The assets' estimated lives used in computing depreciation are as follows:

Leasehold improvements	Lesser lease term or useful life
All other property and equipment	3 to 5 years

Income Taxes: The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under these provisions, the Company is not subject to federal income taxes. Instead, each shareholder reports their distributive share of taxable income or loss from the Company's income tax return. Therefore, no provision for federal or certain state income taxes is included in the financial statements. The Company is subject to certain state and local income taxes in jurisdictions which business is conducted. These amounts are immaterial to the consolidated financial statements for the year ended December 31, 2021.

The Company follows the standards requiring disclosure of uncertain tax positions under the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740 "*Income Taxes*". There has been no interest or penalties recognized either in the statement of operations or in the balance sheet related to uncertain tax positions. In addition, no tax positions exist for which it is reasonably possible that the total amounts of unrecognized tax benefits will significantly increase or decrease within the next twelve months.

Business and Credit Concentrations: Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and receivables primarily from construction contracts. The Company's cash and cash equivalents consist of bank deposits in accounts, which at times, can be in excess of federally insured deposit limits. At December 31, 2022, the Company had one customers that made up 10% or more of the Company's total accounts and retainage receivables totaling $42,201,930. Concentrations of credit risk with respect to earned revenue is limited to one customer which consisted of greater than 10% of total earned revenues totaling $112,900,817 for the year ended December 31, 2022.

Advertising Costs: The Company expenses advertising and marketing costs as they are incurred. Advertising and marketing expenses for the year end December 31, 2022 totaled $857,980.

Marketable Securities: The Company's marketable securities are stated at fair value. 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. The Company records changes in the fair value of equity investments in net income. As of December 31, 2022, the Company had $12,895,627 of marketable securities recorded on the balance sheet. These securities are classified as Level 1 investments within the fair value hierarchy, as described in Note 11. Net realized and unrealized gains and losses on marketable securities are recognized in earnings. Net unrealized losses from marketable securities totaled $(299,189) for the year ended December 31, 2022.

(Continued)

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Sales Tax: The Company collects and remits sales tax on certain contracts. Sales tax collected is not included in contract revenues and remittances are not included in costs. Sales tax collected is recorded as a liability, with the liability relieved upon payment.

Joint Ventures: Management assesses any joint ventures at inception to determine if they meet the qualifications of a variable interest entity ("VIE"). The Company's joint ventures are considered VIEs if their investment does not have 1) sufficient equity at risk for the joint venture to finance its activities without additional subordinated financial support, or (2) as a group, the holders of the equity investment at risk do not have either the power, through voting or similar rights, to direct the activities of the legal entity that most significantly impact the entity's economic performance, or (3) the obligation to absorb the expected losses of the joint venture or the right to receive expected residual returns of the joint venture. If the joint venture determined to be a VIE, and the Company is considered the primary beneficiary with a controlling financial interest, the joint venture is fully consolidated. Where the Company does not have the controlling interest in the VIE or is not considered the primary beneficiary, the Company recognizes its proportionate share of revenue, cost, and profit.

As of and for the year ended December 31, 2022, the Company was a partner in the following joint ventures: Rogers-O'Brien Gilbane, LLC, and RO-Chambers Joint Venture (see Note 12). Management has performed the VIE analysis on each and concluded not to be the primary beneficiary with a controlling financial interest.

Variable Interest Entities Under Common Control: In October 2018, the FASB amended the Consolidation topic of the Accounting Standards Codification and issued Accounting Standard Update (ASU) 2018-17, Consolidation (Topic 810). Under the amended guidance, a nonpublic entity has the option to exempt itself from applying the variable interest entity (VIE) consolidation model to qualifying common control arrangements. The Company follows this guidance and has exempted itself from applying the VIE consolidation model to qualifying common control arrangements with PM Shady Grove Ltd. and Regal Row Building Partnership Ltd. as disclosed in Note 7. The Company does not guarantee any debt of PM Shady Grove Ltd. or Regal Row Building Partnership Ltd.

Recently Adopted Accounting Pronouncements: In February 2016, the FASB issued Accounting Standards Updated 2016-02, *Leases* (ASC 842). The new standard establishes a right-of-use (ROU) model that requires a lessee to record a ROU asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. The ROU asset represents the lessee's right to use, or control the use of, a specified asset for the specified lease term. The lease liability represents the lessee's obligation to make lease payments arising from the lease, measured on a discounted basis. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. Financing lease liabilities, which contain provisions similar to capitalized leases, are amortized like capital leases under current accounting, as amortization expense and interest expense in the statement of income. Operating lease liabilities are amortized on a straight-line basis over the life of the lease as lease expense in the statement of income. On January 1, 2022, the Company adopted ASC 842 using the modified retrospective method. The modified retrospective basis provides a method for recording existing leases at adoption. See Note 7 for further information related to the Company's accounting policy and transition disclosures associated with the adoption of this pronouncement.

Subsequent Events: The Company has performed an analysis of all events or transactions subsequent to December 31, 2022 to determine the need for any adjustments to and/or disclosures within the financial statements for the year ended December 31, 2022. Management has performed their analysis through March 1, 2023, which was the date the financial statements were available to be issued.

(Continued)

NOTE 2 – REVENUE FROM CONTRACTS WITH CUSTOMERS

The Company recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. At contract inception, the Company assesses the goods or services promised in a contract and identifies, as a separate performance obligation, each distinct promise to transfer goods or services to the customer.

The Company recognizes revenue at the time the related performance obligation is satisfied by transferring a promised good or service to its customers, which is primarily achieved over time. A good or service is considered to be transferred when the customer obtains control.

For the Company's construction contracts, revenue is recognized over time as the Company's performance creates or enhances an asset that the customer controls as it is created or enhanced. The Company utilizes the cost-to-cost input method to measure progress towards complete satisfaction of the performance obligation as management believes it best depicts the transfer of control to the customer. Under the cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation.

The Company's construction contracts are accounted for as a single performance obligation as the Company provides a significant service of integrating all of the services and/or goods within the contract, which results in a single bundle of services and goods that represent a combined output.

Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation may be revised in the near term. Changes in total estimated costs, and related progress towards complete satisfaction of a performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs for a performance obligation indicates a loss, a provision for the entire estimated loss is made in the period in which the loss becomes evident.

The transaction price represents the amount of consideration to which the Company expects to be entitled in exchange for transferring promised goods or services to its customers. To the extent the performance obligation includes consideration, including change orders, contract claims, contract bonuses, liquidated damages, and penalties that can either increase or decrease the transaction price, the Company estimates the amount of variable consideration to be included in the transaction price. Variable consideration is included in the transaction price only to the extent it is probable, in the Company's judgment, that a significant future reversal in the amount of cumulative revenue recognized under the contract will not occur when the uncertainty associated with the variable consideration is subsequently resolved.

All of the Company's revenue is recognized over time, as such, no disaggregation of revenue is presented.

NOTE 3 – CONTRACT ASSETS AND CONTRACT LIABILITIES

The timing of revenue recognition may differ from the timing of invoicing to customers. Contract assets include unbilled amounts from long-term construction projects when revenues recognized under the cost-to-cost measure of progress exceeds the amounts invoiced to customers. Contract retainages associated with contract work that has been completed and billed but not paid by its customers until the contracts are substantially complete, pursuant to contract retainage provisions under the contract, are also included in contract assets. Contract liabilities from long-term construction contracts arise when amounts invoiced to our customers exceed revenues recognized under the cost-to-cost measure of progress.

(Continued)

NOTE 3 – CONTRACT ASSETS AND CONTRACT LIABILITIES (Continued)

The components of contract assets comprise of the following:

Costs and estimated earnings in excess of billings on contracts in progress	$ 10,928,086
Retainages receivable	71,967,098
Total contract assets	$ 82,895,184

The component of contract liabilities comprises of the following:

Billings in excess of costs and estimated earnings on contracts in progress	$ 11,562,201

NOTE 4 – CONTRACTS IN PROGRESS

Net contract liabilities and related amounts billed with respect to contracts in progress at December 31, 2022 is as follows:

Costs incurred on contracts in progress	$ 2,215,234,107
Estimated earnings on contracts in progress	66,686,306
	2,281,920,413
Less: billings to date	(2,282,554,528)
	$ (634,115)

Included in the accompanying balance sheet under contract assets and liabilities are the following:

Costs and estimated earnings in excess of billings on contracts in progress	$ 10,928,086
Billings in excess of costs and estimated earnings on contracts in progress	(11,562,201)
	$ (634,115)

(Continued)

NOTE 5 – ACCOUNTS RECEIVABLE

Accounts receivable at December 31, 2022 was as follows:

	Outstanding Less than 90 Days	Outstanding More than 90 Days	Total
Completed contracts	$ 186,980	$ 203,245	$ 390,225
Contracts in progress	127,115,963	5,242,402	132,358,365
Total accounts receivable	$ 127,302,943	$ 5,445,647	$ 132,748,590

NOTE 6 – PROPERTY AND EQUIPMENT

Property and equipment consists of the follow at December 31, 2022:

Leasehold improvements	$ 4,975,895
Warehouse equipment	3,919,757
Computer equipment	1,349,163
Office equipment	716,314
Construction in process	465,036
Transportation equipment	307,736
VDC equipment	176,143
	11,910,044
Less: accumulated depreciation	(7,083,407)
Property and equipment, net	$ 4,826,637

Depreciation expense for the year ended December 31, 2022 amounted to $963,094.

NOTE 7 – OPERATING LEASES

On January 1, 2022, the Company adopted ASU No. 2016-02, *Leases* (Topic 842) using the modified retrospective method. Under this guidance, the net present value of future lease payments is recorded as right-of-use assets and liabilities. In addition, the Company elected the following 'package of practical expedients' permitted under the transition guidance within the new standard:

- to carry forward the historical lease classification;
- to utilize the hindsight practical expedient to determine the lease term for existing leases;
- the short-term lease recognition exemption for all leases that qualify (This means, for those leases that qualify, the Company did not recognize right-of-use assets or lease liabilities, including not recognizing right-of-use assets or lease liabilities for existing short-term leases of those assets in transition); and
- to not separate lease and non-lease components within leasing agreements.

(Continued)

NOTE 7 – OPERATING LEASES (Continued)

Adoption of the new standard resulted in the recording of additional operating right-of-use assets and operating lease liabilities of approximately $3,024,551 as of January 1, 2022. The Company has no direct financing leases. The adoption of Topic 842 did not impact the Company's retained earnings, net earnings or cash flows.

Short term lease costs: The Company leases office and warehouse space under short-term lease agreements from PM Shady Grove Ltd. and Regal Row Building Partnership Ltd., companies under common control. The lease agreements are on a month-to-month basis requiring monthly payments of $12,675 and $30,974 to PM Shady Grove Ltd. and Regal Row Building Partnership Ltd., respectively. The Company also entered into short-term lease agreements with unrelated entities that had lease terms of greater than one month, but less than one year. Expenses related to short-term lease agreements totaled $663,723 for the year ended December 31, 2022 and are included in general and administrative expenses. The Company also enters into rental agreements on a month-to-month basis to support various projects. These agreements are for less than one month and related rental expenses are included within costs of earned revenues.

Operating Right-of-Use Leases: Operating right-of-use leases are reported in right-of-use assets, and current and non-current lease obligations on the Company's consolidated balance sheet. Operating lease right-of-use assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at commencement date. The Company used an implicit rate to calculate present value of vehicle leases at the date of adoption. The Company determined the rate for real estate leases, by estimating the Company's incremental borrowing rate, at the date of adoption. The operating lease right-of-use asset also includes any lease payments made and initial direct costs incurred and excludes lease incentives. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise.

The following is a summary of the lease-related asset and liabilities recorded as of December 31, 2022:

Operating lease right-of-use asset	$	2,111,955
Current portion of operating lease obligation	$	885,218
Non-current portion of operating lease obligation		1,233,214
	$	2,118,432

The following is a summary of the lease terms and discount rates as of December 31, 2022:

Weighted-average remaining lease term	2.70
Weighted-average discount rate	4.51%

The following is a summary of certain information related to the lease costs for operating and short-term leases for the year ended December 31, 2022:

Operating lease costs	$	1,199,440
Short-term lease costs		663,723
	$	1,863,163

(Continued)

NOTE 7 – OPERATING LEASES (Continued)

The future undiscounted minimum lease payments under operating leases, as reconciled to the discounted minimum lease obligations indicated on the Company's balance sheet as of December 31, 2022 are as follows:

2023	$ 956,308
2024	666,265
2025	577,019
2026	29,871
2027	13,088
Total minimum lease payments	2,242,551
Less: financing component	(124,120)
Net present value of minimum lease payments	2,118,431
Less: Current portion of lease obligations	(885,217)
Non-current lease obligations	$ 1,233,214

NOTE 8 – LINE OF CREDIT

The Company has a line of credit with a local bank in the amount of $5,000,000. The interest rate on the line of credit is the prime rate published in The Wall Street Journal (7.50% at December 31, 2022) and matures on August 16, 2024. The line of credit is collateralized by all accounts receivable and is guaranteed by the Parent. The line of credit is subject to certain financial and reporting covenants which the Company was in compliance with as of December 31, 2022. There was no outstanding balance or letters of credit on the line of credit at December 31, 2022.

NOTE 9 – DEFERRED COMPENSATION

On September 1, 2005, the Parent established an employee shares compensation plan (the ESC Plan) and adopted the intrinsic value method of accounting. Compensation expense for shares awarded under the ESC Plan are recorded when vested. Vesting occurs at a rate of 20% per year starting in the year which the shares are awarded. At December 31, 2022, the Company reported a liability of $835,602. The amount payable within one year of $534,569 is included in accrued expenses, and the remaining $301,033 is included in long-term deferred compensation payable on the balance sheet. The total shares awarded under the ESC Plan were 82,364, and all the shares were fully vested at December 31, 2022. Share awards are settled in cash and do not include any capital stock, share, or equity of the Company. Effective December 31, 2020, the Company closed the forementioned ESC Plan to new employees. Shares awarded to existing employees will continue to vest under the terms of the ESC plan document.

(Continued)

NOTE 9 – DEFERRED COMPENSATION (Continued)

Effective January 1, 2021, the Company established a nonqualified deferred compensation plan (the NQDC Plan) which complies with the requirements of section 409A of the United States Internal Revenue Code. The purpose of the Plan is to aid the Company in retaining and attracting executive employees by providing tax deferred savings opportunities. Per the terms of the NQDC Plan, the Company contributes nonelective contributions to participants if net income of the company exceeds 0.5%, up to 2.5% of revenue.

The nonelective contribution will be 10% of the Company's net income, that meets forementioned target, per the audited financial statements of the Company. All nonelective contributions made to participants will be allocated on a pro rata share basis. For the year ended December 31, 2022 the Company issued 10,000 phantom shares to participants, totaling 57,000 phantom shares awarded (20,800 vested and 36,200 unvested) under the plan at December 31, 2022. Nonelective contributions vest at a rate of 20% per year, and each award vests separately. Participant contributions are limited to the Chief Executive Officer of the Company. Any participant contribution is considered fully vested. The Company records compensation expense related to a participant's award ratably over the award period based on vesting provisions. As of and for the year ended December 31, 2022, the Company reported a long-term deferred compensation payable of $834,469 which represents vested amounts due to participants and $588,818 of deferred compensation expense included in general and administrative expenses. Remaining compensation expense related to these awards is $486,433 per year for the years 2023 through 2025 and $200,000 for 2026.

NOTE 10 – PROFIT SHARING AND 401K PLAN

The Company has a defined contribution 401K profit sharing plan covering all full-time employees who have met certain requirements. Under this plan, eligible employees may contribute a percentage of their salary to a retirement fund. The plan provides a discretionary employer matching contribution. During the year ended December 31, 2022, the Company made matching contributions of $1,220,957 which are included in general and administrative expenses and cost of earned revenues.

NOTE 11 – FAIR VALUE MEASUREMENT

When estimating fair value, the Company follows a fair value hierarchy, which describes three levels of input that may be used to measure fair value:

Level 1 – quoted prices in actives markets for identical assets and liabilities.

Level 2 – inputs other than quoted prices in active markets for identical assets and liabilities that are observable, either directly or indirectly.

Level 3 – unobservable inputs. Valuation techniques include the use of pricing models, discounted cash flow models and similar methodologies.

The level in the fair value hierarchy within which a fair measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

(Continued)

NOTE 11 – FAIR VALUE MEASUREMENT (Continued)

The following is a description of the valuation methodologies used for measured at fair value.

Common stocks and Exchange Traded Funds (ETF): Valued at the closing price reported on the active market on which the individual securities are traded.

Money market funds: Value based on short-term cash component as of the measurement date and classified within Level 1 on the valuation hierarchy.

Fixed income: Valued at the closing price reported on the active market and classified within Level 1 on the valuation hierarchy.

Mutual funds: Valued at the daily closing prices as reported by the fund. The mutual funds held by the Company are open-end mutual funds registered with the U.S. Securities and Exchange Commission. The funds must publish their daily net asset value and transact at that price. The mutual funds held by the Company are considered to be actively traded.

Other investments measured at net asset value: In accordance with Subtopic 820-10, certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the balance sheet. These investments are primarily in debt or income producing securities, which may include "covenant-lite" loans, with a lesser allocation to equity or equity-linked opportunities.

The following table presents marketable securities that are measured at fair value on a recurring basis at December 31, 2022:

	Fair Value Measurement at Reporting Date Using			
	Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Money market funds	$ 5,496,278	$ -	$ -	$ 5,496,278
Common stock	2,397,312	-	-	2,397,312
ETF	2,010,288	-	-	2,010,288
Other investments measured at net asset value*	2,991,749	-	-	2,991,749
	$ 12,895,627	$ -	$ -	$ 12,895,627

* Investments measured at fair value using net asset value per share (or its equivalent) as a practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in the hierarchy tables for such investments are intended to permit reconciliation of the fair value hierarchy to the marketable securities line item presented in the balance sheet.

(Continued)

NOTE 12 – JOINT VENTURES

The Company holds an interest in the following jointly controlled entities as of December 31, 2022:

Name	Description	Percentage Owned	Contract Amount	Percent Complete
Rogers-O'Brien Gilbane, LLC	5th and West	50%	$ 90,000,000	100%
RO-Chambers Joint Venture	South Oak Cliff HS DISD	90%	47,766,239	100%
RO-Chambers Joint Venture	L.G. Pinkston High School	90%	77,476,276	100%

The Company accounts for its interest in the joint venture with Rogers-O'Brien Gilbane, LLC by applying the equity method. During 2019, the 5th and West project for Rogers-O'Brien Gilbane, LLC, was completed and all costs incurred. The joint venture will remain active until the warranty period for the project is complete. The total interest in joint venture has been determined by the Company's share of revenue and costs incurred on the contract. For the year ended December 31, 2022, the Company recognized no revenue and incurred no costs on the 5th and West project. The joint venture shall dissolve upon the first of the following events to occur: 1) unanimous consent of the joint venture's board of managers, 2) entry of a decree of a judicial dissolution, or 3) default of any member pursuant to an event of default as described in the agreement.

The Company entered into a joint venture agreement with an unrelated third party to establish RO-Chambers Joint Venture in which it owns a 90% interest. The Company's percentage of the joint venture's assets, liabilities, revenues, and expenses have been included in the balance sheet and statement of operations as of and for the year ended December 31, 2022. The joint venture will terminate upon the completion of the joint venture contracts and the satisfaction and discharge of all obligations pertinent thereto.

NOTE 13 – COMMITMENTS AND CONTINGENCIES

Management has estimated potential subcontractor default losses on jobs completed or in progress to be $1,250,000 using historical experience and the current enrolled volume in the Company's subcontractor default insurance policy. The subcontractor default reserve is included in accrued expenses on the balance sheet. Due to the variability inherent in the claims settlement process and growth of the Company, it is at least reasonably possible the estimate can change over time.

The Company maintains large deductible insurance programs for its general liability and workers' compensation insurance. The deductible for each occurrence is $250,000 with excess insurance to limit the effect of individual large losses. The Company accrues for the uninsured portion of pending claims based on management's evaluation of the nature and severity of claims after taking into consideration third-party evaluations and the Company's historical claims experience. Based on this analysis, management has accrued $2,625,822 for these claims at December 31, 2022 within accrued liabilities on the balance sheet.

The Company is involved in various disputes in the normal course of business. It is the policy of the Company to accrue for amounts related to disputes if it is probable that a liability has been incurred and an amount can be reasonably estimated. In the opinion of management, although the outcome of any dispute cannot be predicted with certainty, the ultimate liability of the Company in connection with contract disputes will not have a material effect on the financial position or future operation of the Company.

(Continued)

NOTE 14 – BACKLOG

The following schedule summarizes changes in backlog on contracts during the year ended December 31, 2022. Backlog represents the amount of revenue the Company expects to realize from work to be performed on contracts in progress at year end and from contractual agreements on which work has not yet begun.

Balance at January 1, 2022	$ 648,061,559
New contracts and adjustments during the year	940,517,860
	1,588,579,419
Less: revenue earned during the year	(796,848,591)
Balance at December 31, 2022	$ 791,730,829

3.8.5 Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organization and company direction.
No, RO is not for sale or involved in any transactions to expand or become acquired by another business entity.

3.8.6 Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a Contract with the Owner.
No past or pending litigations, or claims, may affect our performance under a Contract with the Owner.

3.8.7 Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, specify date(s), details, circumstances, and prospects for resolution.
No, RO is not in default on any loan agreement or financing agreement with any bank, financial institution, or other entity.

3.8.8 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee or officer? If so, please explain.
No, there are no relationships that exist by relative, business associate, capital funding agreement, or any other kinship between RO and any Owner..

3.8.9 Describe your management philosophy for the Construction Manager-at-Risk delivery method.
The Construction Manager at Risk (CMAR) agreement is a contractual relationship that allows Rogers-O'Brien to effectively implement our spread-focused knowledge base to mitigate risk and effectively collaborate with the necessary resources to maximize the succes of the Jimmy Burke Activit Center project. We want to bring all available RO resources to bear on providing operational & technical support to coordinate with the City of Deer Park, the Consultant team, and project specific third party entities. RO has evolved preconstruction services into a sophisticated, multi-party effort. We assemble our team, consisting of Tim Broughton (Sr. PM), Garrett Patton (PM), Carl Roades (Super), Miguel Garcia (Precon Manager), and key field staff, long before any dirt is turned to set the stage for the entire construction process. Combining estimating and construction operations into one consolidated group that remains together through the life of the project establishes a high degree of success from preconstruction through final pay-out. The CMAR delivery method maximizes what can be achieved when all partners communicate expectations and strengths, collaborate towards a win-win solution and coordinate its realization. RO will ensure that the CMAR experience will meet these objectives.

Our Plan

- Establish a core team to participate in all phases of planning, identifying our strengths, roles and responsibilities.
- Bring our diverse construction experience to bear on market/commodity impacts to help our clients make informed decisions.
- Minimize long-lead time material and procurement delays by proactively engaging our experienced vendor base during preconstruction.
- Continue to build upon RO's successful track record in exceeding stipulated HUB goals.
- Develop, monitor, and adhere to preconstruction and construction milestones.
- Explore innovative ways to sequence the construction that achieves project savings.
- Provide market-tested pricing for the major project components throughout design and preconstruction.
- Identify long-lead items that may impact schedule.
- Evaluate opportunities for alternate contracting options.
- Evaluate opportunities for alternate contracting options with incentive packages that promote best value.
- Deliver a schedule and GMP that is accurate, appropriate, and achievable to align with the needs and goals of the defined scope of the Jimmy Burke Activity Center project that best supports the City of Deer Park objectives.

3.8.10 Provide resumes of the Construction Manager-at-Risk team that will be directly involved in the Project, including their experience with similar projects, the number of years with the firm, and their city(s) of residence.
Please see the following pages for detailed resumes.

3.8.11 Describe, in graphic and written form, the proposed Project assignments and lines of authority and communication for each team member to be directly involved in the Project. Indicate the estimated percent of time each team members will be involved in the Project for Pre-construction and Construction Services.

Jennifer Gonzales
Project Director
Katy, TX

Miguel Garcia
Preconstruction Manager
Pearland, TX
100% Precon
20% Construction

TIm Broughton
Sr. Project Manager
Manvel, TX
25% Precon
25% Construction

Garrett Patton
Project Manager
Houston, TX
10% Precon
100% Construction

Carl Roades
Superintendent
La Porte, TX
10% Precon
100% Construction

3.8.12 Identify and describe the proposed Team's past experience for providing CMAR services that are MOST RELATED TO THIS PROJECT within the last five (5) years. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
While the project team may not have direct experience with the specific projects highlighted, they still have relevant CMAR experience from other projects. The project team's broader experience and expertise can still be leveraged to deliver a successful CMAR project. Please see the following pages for etailed project experience.

3.8.13 References (for each project listed above, identify the following):
Please see the following pages for references.

3.8.14 Identify a maximum of three (3) completed projects, of any type, for which your firm has received an award for construction excellence from a recognized organization and provide descriptive information for each.

ACC Austin Media Center
ABC National, *National Pyramid Award for the Austin Media Center*
The Excellence in Construction Awards is a celebration that honors the nation's most innovative and high quality construction projects, safety programs and diversity programs.

Novel Turtle Creek
TEXO, *Distinguished Building Award General Contractor*
The TEXO Distinguished Building Awards is a celebration that honors General Contractors who embody the skill, commitment, and passion TEXO members have for construction.

Austin Ridge Bible Church
ABC Central Texas Chapter, *Excellence in Construction Eagle Award, Institutional*
The ABC Central Texas Chapter Excellence in Construction Eagle Award recognizes the innovation and quality of the project team. Projects are judged on quality, safety, innovative construction practices, and degree of difficulty.

JENNIFER GONZALES, LEED AP

DIRECTOR OF HOUSTON

25
years in the industry

6
years with RO

Jennifer is responsible for the overall management of the project at a strategic level. She has ultimate responsibility for ensuring the project's success as measured by overall client satisfaction, on-time delivery, conformance to project budget and quality installation of work. She has full project authority, within the limits of the established budget and RO's operating policies, to manage and direct project resources and make decisions regarding overall project direction and performance. She communicates and advocates RO company initiatives, identifies project risk and propose solutions, mentors younger staff and is committed to building and maintaining client relationships

SELECT PROJECTS

— **Triten, Lockton Cafe**
Houston, TX

— **Harris Health Casa de Amigos**
Houston, TX

— **Comp-U-Dopt Renovation**
Houston, TX

— **Exalt Health**
Conroe, TX

— **Development Capital Resources, LVL 20**
Houston, TX

— **Black's Hotel & Restaurant**
Houston, TX

— **WeWork 708 Main**
Houston, TX

— **Museum of Fine Arts, Iglesias Fountain**
Houston, TX

— **WeWork BP Pilot Project**
Houston, TX

— **Niagara Bottling - Baytown**
Baytown, TX

Above: Museum of Fine Arts, Iglesias Fountain — Houston, Texas

Left: WeWork 708 Main — Houston, Texas

TIM BROUGHTON

SENIOR PROJECT MANAGER

26
years in the industry

1
years with RO

As Senior Project Manager, Tim has ultimate responsibility for the day-to-day management of the project providing operational and leadership direction to the project manager and the on-site construction team. During the construction process, Tim assures budgets are maintained, project goals are established and achieved, ensures that safety is given the highest priority, has ultimate authority for establishing and maintaining the schedule, and works with the construction team to ensure a quality defect-free project is delivered to the owner on time and within budget.

SELECT PROJECTS

— **Black's Hotel & Restaurant**
Houston, TX

— **Memorial Hermann Katy Expansion & Renovation***
Katy, TX

— **Waste Management - First City Tower***
Houston, TX

— **Accenture - Granite Park***
Houston, TX

— **Kinder Morgan***
Houston, TX

— **Houstonian Hotel & Spa***
Houston, TX

— **Village Family Practice***
Houston, TX

— **St James Place***
Houston, TX

— **Weekley Family YMCA***
Houston, TX

Above: Waste Management First City Tower — Houston, Texas

Left: Memorial Hermann Katy — Katy, Texas

**work completed at previous company*

GARRETT PATTON

PROJECT MANAGER

10
years in the industry

1
years with RO

As Project Manager, Garrett's duties include overarching responsibility for all jobsite construction activities including project cost control; oversight of labor, material and equipment cost reports and budgets; all project correspondence; coordination and evaluation of all changes in the scope of work; and preparation of the master job schedule. He is the primary Rogers-O'Brien representative on the jobsite charged with the owner, architect and consultants. Garrett has a highly developed understanding of the Rogers-O'Brien systems for project control and standards of quality.

SELECT PROJECTS

— **Exalt Health**
Conroe, TX

— **Museum of Fine Arts, Iglesias Fountain**
Houston, TX

— **The Grove Retail Development***
Thornton, CO

— **La-Z-boy Retail Thornton***
Thornton, CO

— **Plaza at the Meadows Retail Center***
Littleton, CO

— **Colorado College - Slocum Hall Renovation***
Colorado Springs, CO

— **Colorado College - Spencer Hall***
Colorado Springs, CO

— **Valor Christian High - Center for Culture and Influence***
Highlands Ranch, CO

— **Denver Art Musuem - Welcome Center***
Denver, CO

Above: Denver Art Museum Welcome Center — Denver, CO

Left: Museum of Fine Arts, Iglesias Fountain — Houston, Texas

**work completed at previous company*

CARL ROADES

SUPERINTENDENT

8
years in the industry

1
years with RO

As Superintendent, Carl works closely with the Project Manager to develop an overall project performance plan and construction schedule. His duties include overseeing planning, organizing, supervising, and safety of all on-site personnel including all subcontractors and their employees. Carl is directly responsible for the day-to-day activities in the field and the overall quality assurance and safety performance on the project. He assures conformance to plans and specifications through monitoring, scheduling, labor production, trade partner performance, and testing requirements.

SELECT PROJECTS

— **CyrusOne Houston West 3 & 4**
Houston, TX

— **Niagara Bottling - Baytown**
Baytown, TX

— **Texas A&M Universtiy at Galveston Academic Building Complex Phase Two***
Galveston, TX

— **Lamar University Science and Technology Building***
Beaumont, TX

— **Harris County Underground Steam Line Installation***
Houston, TX

— **Texas Health and Human Services UT Health Continuum of Care Campus for Behavioral Health***
Houston, TX

Above: Texas A&M University at Galveston Academic Building Complex — Galveston, Texas

Left: Lamar University Science & Tech Building — Beaumont, Texas

***work completed at previous company**

MIGUEL GARCIA

PRECONSTRUCTION MANAGER

25
years in the industry

3
years with RO

As Preconstruction Manager, Miguel leads the bidding process through the preparation of conceptual budgets, detailed estimates, cost studies, value options, and competitive bidding. During the preconstruction phase, he provides planning and budgeting support through design and constructability reviews, life-cycle analysis and solicitation of trade partner feedback. Miguel supervises the solicitation of trades regarding bid invitations, pricing, addenda and tender/bid closings; supervises quantity take–offs and is crucial to the trade partner vetting and qualification/selection process.

SELECT PROJECTS

— **Exalt Health**
Conroe, TX

— **Casa de Amigos Health Center**
Houston, TX

— **JLL 6624 Fannin Tower Suite 2750**
Houston, TX

— **Museum of Fine Arts - Iglesias Fountain**
Houston, TX

— **Mission Trail Baptist - Cath Lab**
San Antonio, TX

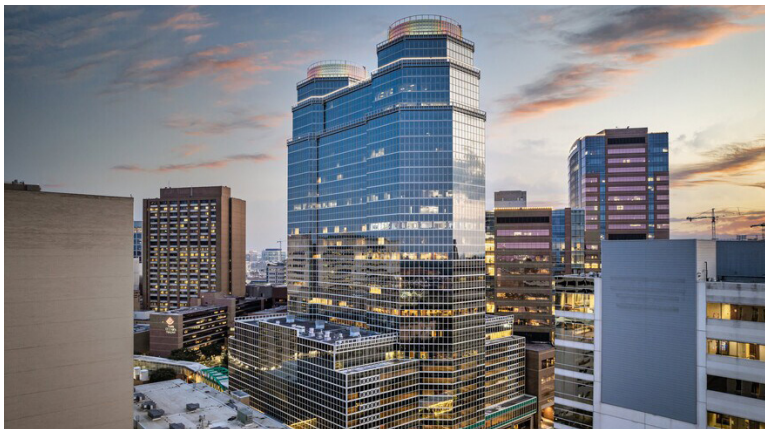
— **Niagara Bottling - Baytown**
Baytown, TX

— **YES Prep Safety & Security Construction**
Houston, TX

— **Texas Christian University**
Fort Worth, TX

— **St. Luke's Episcopal Hospital @ TMC**
Houston, TX

— **YES Prep Public Schools**
Houston, TX



Above: JLL 6624 FAnnin Tower Suite 2750 — Houston, Texas

Left: Museum of Fine Arts, Iglesias Fountain — Houston, Texas

THE AUSTIN MEDIA CENTER

6101 Highland Campus Drive, Building 300, Austin, Texas 78752

The Austin Media Center at Austin Community College (ACC) Highlands Campus is a transformation of the former Dillard's department store into a creative hub for Central Texans. The space provides a new home for Austin PBS, ACC administrative and student services offices, and a public gathering place for the nearby community. The scope included a 4–level building now consisting of 187,000 SF of office space as well as a 1–story addition of 27,000 SF of studio and support space. Designed as a community gathering space, the project features multiple public gathering spaces including an event lawn between two buildings allowing for film, music, and art to be celebrated.

RO TEAM

Katie Vesterby (PM), John Anglada (Sr. PM), Ted Steger (Super)

HIGHLIGHTS

- 208,000 SF
- Final Cost: $92,386,792
- GMAX
- Renovation / Additions
- NTP (Precon): July 2017
- NTP (Construction): 03/2019
- Substantial Completion: 08/2022
- Final Payment: 09/2022

MEP TRADES

- 5F Mechanical Group
- Weifeld Group
- Airco Mechanical

REFERENCES

OWNER CONTACT

Steven Scott
Austin Community College
O: (512) 233-1007
C: (512) 350-1304
steven.scott@austincc.edu

ARCHITECT CONTACT

Amy Bramwell
Studio Steinbomer
O: (512) 479-0022
C: (512) 917-2364
amy@steinbomer.com

MEXICAN-AMERICAN CULTURE CENTRAL

600 River Street, Austin, Texas 78701

RO is set to begin renovations and addition to the Mexican-American Cultural Center in efforts to better meet the current and future needs of the center. The overall project scope includes the expansion of the existing facility, addition of new facilities, new shade structures, parking, landscaping and redesign of the plaza. Additional site plan elements include design options for mobility access or circulation, the "Gran Entrada" or entrance to the complex, its relationship to the waterfront at Lady Bird Lake and Waller Creek, and to the neighboring commercial and residential properties.

RO TEAM

Susan Stewart (PM) and Leon Rebollar (Super)

HIGHLIGHTS

- 50,000 SF
- Final Cost: $137,361
- CM-at-Risk
- Renovation / Addition
- NTP (Precon): 03/2021
- NTP (Construction): 05/2023
- Substantial Completion: 09/2024
- Final Payment: ongoing project

MEP TRADES

- in progress

REFERENCES

OWNER CONTACT

Keisha Hardwick
City of Austin Economic Growth & Redevelopment Services
O: (512) 974-7738
keisha.hardwick@austintexas.gov

ARCHITECT CONTACT

Miguel Rivera, FAIA
Miro Rivera-Tatiana Bilbao, LLC JV
O: (512) 477-7016

HIGHLAND PARK UMC TOLLESON FAMILY CENTER

5817 Hillcrest Avenue, Dallas, Texas, 75205

The new 66,560 SF Tolleson Family Activity Center for Highland Park United Methodist Church includes Classrooms and Meeting Spaces, Youth Classes, Gathering Spaces, Worship Center, Gymnasium, and two levels of Underground Parking. The project scope also included the demolition of an existing building prior to construction.

RO TEAM

Marcus McShan (PD), Adam Minter (Asst. Super), Steve Munoz (Super)

HIGHLIGHTS

- 128,909 SF
- Final Cost: $31,910,777
- GMAX
- New Construction
- NTP (Precon): 07/2016
- NTP (Construction): 05/2017
- Substantial Completion: 04/2019
- Final Payment: 01/2020

MEP TRADES

- Don Burden
- FSG Electrical
- Don Burden

REFERENCES

OWNER CONTACT

Jason Harper
Echelon Leadership LLC
O: (214) 749-1990
C: (214) 437-9625
jharper@echelonleadership.net

ARCHITECT CONTACT

Kathryn Helm
HH Architects
O: (469) 329-3554
C: (972) 404-1034
khelm@hharchitects.com

PCBC CHILDREN'S FLOOR RENOVATION

3933 Northwest Parkway, Dallas, Texas 75225

This project consisted of a 10,000 SF renovation of the existing Pleitz Building at Park Cities Baptist Church. The renovation was a total refresh of the current children's area in order to provide a fresh new open space for their members. The space was updated with wall murals, wood paneling extending from the wall to ceiling, geometric-style carpeting, as well as an upgraded lighting system. An upgraded kitchen was installed, and the bathrooms were renovated to match the style of the other upgrades throughout the building.

RO TEAM

Richard Anderson (PM) and Adam Minter (Super)

HIGHLIGHTS

- 10,000 SF
- Final Cost: $1,626,953
- GMAX
- Renovation / Remodel
- NTP (Precon): 05/2020
- NTP (Construction): 06/2020
- Substantial Completion: 10/2020
- Final Payment: 06/2021

MEP TRADES

- Venture Mechanical
- Petri Electrical
- Mechanical Partners

REFERENCES

OWNER CONTACT

Greg Boyd
Park Cities Baptist Church
O: (214) 676-5016
greg_boyd@mac.com

ARCHITECT CONTACT

Mark Holsinger
Omniplan Inc.
O: (214) 775-0687
mholsinger@omniplan.com

UNT EAGLE LANDING DINING HALL

1416 Maple Street, Denton, Texas, 76201

RO was the premier builder of UNT's new freestanding, two-story dining hall, Eagle Landing, that will support a minimum seating capacity of 700 persons across 36,000 SF. The building includes dining rooms, associated kitchen space, food preparation space, storage, dishwashing, and other support areas for a modern facility. The dining hall will create a residential dining experience to attract new students, and also introduce an interactive environment that will allow students to customize their dining experience, with seven unique restaurants.

RO TEAM

Marcus McShan (PD), Andrew Goessler (PM), Jeff Jones (Super)

HIGHLIGHTS

- 34,445 SF
- Final Cost: $20,528,375
- GMAX
- New Construction
- NTP (Precon): 01/2018
- NTP (Construction): 05/2019
- Substantial Completion: 12/2020
- Final Payment: 09/2022

MEP TRADES

- Miinc LP
- Geroge/McKenna Electrical
- Miinc LP

REFERENCES

OWNER CONTACT

Jay Henson
University of North Texas
O: (940) 391-5365
C: (512) 350-1304
jay.henson@untsystem.edu

ARCHITECT CONTACT

Darrell Whatley
Kirksey Architecture
O: (713) 850-9600
darrellw@kirksey.com

09 PRICING & DELIVERY PROPOSAL

3.9.1 Complete the attached "Pricing and Delivery Proposal" form.

In the event of a discrepancy between the total of the written line-item subtotals and the written project estimated total, then the total of the written line-item subtotals will prevail.

Once final contract is approved, the contract price will remain fixed and the City will not be issued any change orders within the parameters of the final approved scope. The City reserves the right to remain inflexible.

PRICING AND DELIVERY PROPOSAL FORM

Proposal of: Rogers-O'Brien Construction
(Respondent's Company Name)

To: **The City of Deer Park**
c/o Angela Smith
City Secretary
710 E. San Augustine
Deer Park, Texas 77536

Project Name: **City of Deer Park Jimmy Burke Activity Center]**

RFP No.: **3982-22**

Having carefully examined all the requirements of this RFP, the proposed form of Agreement, and any attachments to them, the undersigned proposes to furnish Construction Manager-at-Risk services as required for this Project on the following terms:

1. **ESTABLISHEMENT OF THE CONSTRUCTION MANAGER'S BUDGET LIMITATION**: The Owner has established a Construction Manager's Budget Limitation (CMBL) amount of $22,300,000.00 which includes the Pre-Construction Phase Fee and the Construction Services Guaranteed Maximum Price Proposal.

2. **RESPONDENT'S PRE-CONSTRUCTION PHASE FEE**: The Respondent shall identify a Pre-Construction Phase Fee, pursuant to Article 5 of the Agreement.

   Respondent's Pre-Construction Phase Fee $ 20,000

3. **ESTABLISHMENT OF THE CONSTRUCTION COST LIMITATION**: Using the CMBL and the Respondent's Pre-Construction Phase Fee identified above, the Respondent shall identify the Construction Cost Limitation (CCL) as follows:

   Construction Manager's Budget Limitation $ 22,300,000.00
   (less)
   Owner's Construction Contingency 2%

   Respondent's Pre-Construction Phase Fee *(as identified above)* $ 20,000
   (equals)
   Respondent's Construction Cost Limitation $ 21,834,000

4. **RESPONDENT'S CONSTRUCTION PHASE FEE**: Using the CCL identified above, the Respondent shall identify a Construction Phase Fee percentage, pursuant to Article 6 of the Agreement:

   Respondent's Construction Phase Fee Percentage 2.45 %
   (equals)
   Respondent's Estimated Construction Phase Fee Amount *(percentage times the CCL above)* $ 534,933

5. **RESPONDENT'S NOT-TO-EXCEED GENERAL CONDITIONS COSTS**: Using the Project Planning Schedule included in Section 2.5, the Respondent shall identify a General Conditions not-to-exceed percentage and amount as follows.

Respondent's General Conditions Percentage 6.77 %

(equals)

Respondent's Estimated General Conditions *(percentage times the CCL above)* $ 1,478,162

Total Construction Duration *(Notice To Proceed for Construction to Final Completion as identified in Section 2.5)* ***14*** months

A. Using the not-to-exceed General Conditions costs identified above, the Respondent shall identify all project management, bonds, insurance, field office and office supply costs for the Project as listed below:

Allowable General Condition Line Item Category		Estimated Total Cost
On-Site Project Management Staff	subtotal	$ 827,181
Bonds and Insurance	subtotal	$ 332,593
Temporary Project Utilities	subtotal	$ 12,950
Field Offices & Office Supplies	subtotal	$ 305,438

Estimated On-Site Project Management Staff and Rates

Position	Quantity	Months	Monthly Salary Rate
Project Executive			$
Project Manager	1	14	$ 20,972
Superintendent(s)	1	14	$ 21,660
Project Engineer/Expeditor(s)	1	14	$ 13,381
Field/Office Engineer(s)	1	7	$ 6,142
Field Office Support Staff			$
CPM Scheduler			$
Safety Coordinator/Assistant(s)			$

6. **ADDENDA**: Receipt is hereby acknowledged of the following addenda to this RFP (initial if applicable).

No. 1 ☐ No. 2 ☐ No. 3 ☐ No. 4 ☐ No. 5 ☐ No. 6 ☐

7. **AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES**: The undersigned agrees to execute the Contract after notification that the Respondent has been identified by the Owner as the Respondent with the "best value" Proposal, and to commence services on or before the commencement date stated by the Owner in a Notice to Proceed. The Owner reserves the right to

9. Execution of Offer: RFP No. 3982-22

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

Respondent's Name: Rogers-O'Brien Construction, LLC

Respondent's State of Texas Tax Account No.: 16805881782
(This 11-digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: Texas

Respondent's Charter No: 800360303

Identify each person who owns at least 25% of the Respondent's business entity by name:

Preston McAfee
(Name)

Justin McAfee
(Name)

(Name)

(Name)

Submitted and Certified By:

Leon Davis	President
(Respondent's Name)	*(Title)*
1901 Regal Row	214-692-3000
(Street Address)	*(Telephone Number)*
Dallas, TX 75235	214-692-3001
(City, State, Zip Code)	*(Fax Number)*
Leon Davis	5/10/2023
(Authorized Signature)	*(Date)*

STAY CONNECTED

r-o.com

DALLAS

1901 Regal Row
Dallas, Texas 75235

P 214-962-3000
F 214-962-3001

AUSTIN

3901 S. Lamar Boulevard
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Austin, Texas 78704

P 512-486-3800
F 512-486-3701

HOUSTON

11200 Richmond Avenue
Suite 110
Houston, Texas 77082

P 713-783-2500
F 713-589-8501

SAN ANTONIO

200 Concord Plaza Drive
Suite 201
San Antonio, Texas 78216

P 210-598-8400
F 210-598-8435