



REQUEST FOR PROPOSALS:

Sports Construction Services

RFP #:

COG-2138

ISSUED BY:

The Cooperative Council of Governments
On Behalf of Equalis Group

6001 Cochran Road, Suite 333 Cleveland, Ohio 44139

DATED:

October 7, 2022

SECTION TWO:

Proposal Submission Documents, Technical Proposal, Cost Proposal and Other Required Forms

TABLE OF CONTENTS

PROPOSAL FORM CHECKLIST	3
PROPOSAL FORM 1: TECHNICAL PROPOSAL	4
PROPOSAL FORM 2: COST PROPOSAL	23
PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION	24
PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES	25
PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY	27
PROPOSAL FORM 6: MANDATORY DISCLOSURES	
PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION	29
PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS	30
PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT	
PROPOSAL FORM 10: DEBARMENT NOTICE	32
PROPOSAL FORM 11: LOBBYING CERTIFICATIONS	33
PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS	34
PROPOSAL FORM 13: BOYCOTT CERTIFICATION	35
PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS	36
PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS	
PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS	44
PROPOSAL FORM 17: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM	55
PROPOSAL FORM 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION	56
PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM	57

PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL	L PROPOSAL
	Proposal Form 1: Technical Proposal
	. PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to your cost proposal.
	Proposal Form 2: Cost Proposal
OTHER REC	QUIRED PROPOSAL FORMS:
	Proposal Form 3: Diversity Vendor Certification Participation
	Proposal Form 4: Certifications and Licenses
	Proposal Form 5: Unresolved Findings for Recovery
	Proposal Form 6: Mandatory Disclosures
	Proposal Form 7: Dealer, Reseller, and Distributor Authorization
	Proposal Form 8: Mandatory Supplier & Proposal Certifications
	Proposal From 9: Clean Air Act & Clean Water Act
	Proposal From 10: Debarment Notice
	Proposal Form 11: Lobbying Certification
	Proposal Form 12: Contractor Certification Requirements
	Proposal Form 13: Boycott Certification
	Proposal Form 14 Federal Funds Certification Forms
	Proposal Form 15: Arizona Contractor Requirements
	Proposal Form 16: New Jersey Requirements
	Proposal Form 17: General Terms and Conditions Acceptance Form
	Proposal Form 18: Equalis Group Administration Agreement Declaration
	Proposal Form 19: Master Agreement Signature Form

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1. <u>O</u>	VERVIEW & QUALIFICATIONS		
1.1. C	ompany Information		
1.1.1.	Company Name:	Mammoth Spo	orts Construction, LLC
1.1.2.	Corporate Street Address:	601 E Wyando	tte St., Meriden, KS 66512
		8813 Penrose	Ln, Lenexa, KS 66239
		101 S. Phillips	Ave., Ste. 203, Sioux Falls, SD 57104
1.1.3.	Website:	www.mammo	thbuilt.com
1.1.4.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	LLC: 2 years Years in Busine	-
1.1.5.	Primary Point of Contact . Provide information about the Bidder	Contact Name:	Shawn Grisamore
	representative/contact person authorized to answer questions	Title:	Director of Preconstruction
	regarding the proposal submitted by	Phone:	785-400-6136
	your company:	E-Mail Address:	Shawn.grisamore@mammothbuilt.com
1.1.6. Authorized Representative. Print or type the name of the Bidder	Contact Name:	Matthew Bergmann	
	representative authorized to address contractual issues, including the authority to execute a contract on	Title:	General Counsel/Chief Legal Officer
	behalf of Bidder, and to whom legal notices regarding contract	Phone:	785-400-6136
	termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	E-Mail Address:	Matthew.bergmann@mammotbuilt.com
1.2. Fi	nancial Strength & Legal Considerations		
1.2.1.	Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC	financials. Audited Finan CPA Firm –	
	filings, credit & bond ratings, letters	Cummins, Coff	fman & Schmidtlein, CPA's

	of credit, and detailed refence letters.	3706 SW Topeka Blvd, STE 302
	Note: you may mark this information as a "Trade Secret" per the terms	Topeka, KS 66609
	outlined in the RFP.	Financials match company
		Mammoth Sports Construction will act as a guarantor
		Financial Institution: First Dakota National Bank 101 N Main Ave, Suite 101 Sioux Falls, SD 57104 P: 605-333-8200
		Bonding Company: Argo Surety
		Agent: Todd Rambo (IMA Corp) 430 E Douglas Ave, Suite 400 Wichita, KS 67202
		Bonding Capacity: \$20M (soft limit)
		Current bonding use: \$200K
1.2.2.	Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	None.
1.2.3.	Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	See attached legal opinion letter dated November 7, 2022, from Matthew Bergmann, General Counsel and Chief Legal Officer.
1.3. In	dustry Qualifications	
1.3.1.	Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	Mammoth Sports Construction is a service provider that specializes in design-build sports construction projects and installs FieldTurf products.
1.3.2.	Manufacturer Authorization. If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.	N/A
1.3.3.	Authorized Distributors, Agents, Dealers, or Resellers. Describe the different channels in which this	N/A

contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.

NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.

1.3.4. Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?

Mammoth Sports Construction is a design-build construction service provider that designs, sells, builds and delivers the necessary elements for various sports construction projects. We are an independently owned company who can deliver design & construction services for synthetic and natural fields, tracks, tennis courts, pickleball courts, associated subbase & drainage, fencing, athletic equipment, bleachers, grandstands, press boxes, lighting, associated concessions stands, restrooms, indoor practice facilities, weight rooms, fitness centers, parking and repairs/renovations of the above.

1.3.5. *Industry Experience.* How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?

Construction & Turf Installation: 11 years

Architecture & Design: 2 years

Percentage of revenue for last three (3) full calendar

Construction & Turf Installation: 90%

Architecture & Design: 10%

1.3.6. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.

Mammoth's mission is to build the places where passion and community collide, and our business model allows us to work with clients across the continental U.S., Hawaii, and Alaska. Mammoth's Consult. Create. Construct. approach makes us capable of handling every aspect of design-build projects. With a comprehensive in-house team of estimators, licensed architects, engineers, and construction managers, we have built lifelong relationships in more than 40 states. As Mammoth has grown, we have remained committed to quality workmanship, thoughtful value engineering, and utilization of industry-leading practices to deliver projects on time and on budget. Our client-driven philosophy has helped us grow to be the largest installer of turf in the country and given us the opportunity to work with

organizations at every level, including municipalities, K-12 education institutions, colleges and universities, the NFL, MLB, FIFA, Power 5 conferences and more. Our commitment to our mission creates an unprecedented experience for the athletics programs that we serve.

1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?

NOTE: Provide copies of any of the certificates or licenses included in your response in **Proposal Form 4 - Certifications and Licenses**.

Mammoth Sports Construction, LLC ("Mammoth") is required to hold business and individual licenses for architecture and professional engineering based on the scope and jurisdiction of projects. Mammoth is also required to hold contractor licenses and/or building permits based upon the scope and jurisdiction of its projects.

See Proposal Form 4 for a list of all current and pending licenses and certificates held by Mammoth and its employees. Mammoth maintains/renews all licenses and certificates as required by federal, state and/or local law for current and future projects. If any license or certificate has not been maintained, it is because there is no longer a requirement for that license or certificate.

Mammoth uses subcontractors based on the scope and jurisdiction of its projects. Mammoth does not contract with any subcontractors that do not hold licenses and certificates required by federal, state and/or local law.

1.4. Public Sector Experience

1.4.1. Public Sector Cooperative Contracts.

Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts

Greenbush 947 W 47th Hwy Girard, KS 66743

Greenbush Projects:

- Lakin High School | St. Lakin, KS
- Marysville High School | Marysville, KS
- Basehor-Linwood | Basehor, KS
- Girard High School | Girard KS
- Leavenworth | Leavenworth KS
- Silver Lake | Silver Lake, KS
- Frankfort High School | Frankfort, KS
- Jefferson West Elementary School | Meriden, KS
- Garden City High School | Garden City, KS
- Holcomb USD 363 | Holcomb, KS
- Marysville USD 364 | Marysville, KS
- Olathe Public Schools USD 233 | Olathe, KS
- Pleasant Ridge USD 449 | Easton, KS
- Syracuse High School | Syracuse, KS

Annual revenue:

2021: \$7,775,350.11 2020: \$3,323,737.23 2019: \$1,403,893.00

1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?

\$46 million or 51% of Mammoth Sports Construction's total annual revenue is generated by sales to educational institutions.

1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?

\$35 million or 39% of Mammoth Sports Construction's total annual revenue is generated by sales to local governments.

- 1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:
 - a. Customer contact person and their title, telephone number, and email address;
 - **b.** A brief description of the products and services provided by your company;
 - **c.** Customer relationship starting and ending dates; and,
 - **d.** Notes or other pertinent information relating to the customer and/or the products and services your company provided.

Abilene Public Schools

Contact: Mr. Greg Brown Title: Superintendent Phone Number: 785-263-2630

Email: abileneinfo@abileneschools.org

Description: Mammoth partnered with Abilene High School on their football stadium upgrades. This project was a redesign from demo to completion, including full conversion of football field, stadium bleachers, facility entrance, track, video

scoreboard, concrete pavilion and lights.

Start/End Dates: 2020-2021

Notes: Abilene Public Schools was awarded the "2022 Facility of the Year" by Sports in Kansas. Mammoth is proud to have partnered with Abilene on the complete stadium renovation. Services Included: Master Planning, Architecture & Design, Field Design, Base Construction, Turf Installation, Sod & Irrigation, Concrete, Steel Erection/Vertical Construction, LED Lights, Digital Video Board Installation, and Track.

Augustana University

Contact: Josh Morton Title: Athletic Director

Phone Number: 402-472-3011 Email: josh.morton@augie.edu

Description: Football Stadium Field Full Conversion; Softball

Stadium Field Full Conversion Start/End Dates: 2020; 2021

Notes: Augustana University is a repeat customer and we are proud to have designed and upgraded their stadiums for both Football and Softball. Augustana is an NCAA Div II University competing in the Northern Sun Intercollegiate Conference (NSIC). Services Included: Base Construction, Field Design, and Turf Installation.

Basehor-Linwood USD 458

Contact: Ross Schwisow Title: Athletic Director

Phone Number: 785-230-2253 (Cell) Email: rschwisow@usd458.org

Description: Full Conversion of Football Field to Synthetic Turf, Relocate and Conversion of Baseball Infield & Wings to Synthetic Turf, Full Conversion of Soccer Field to Synthetic Turf, Full Conversion of JV Softball Field to Synthetic Turf, New build of natural Softball Field, Site excavation, utilities, lighting

upgrade, backstop, and ancillary sports equipment.

Start/End Dates: 2019-2020; 2021-2022

Notes: Basehor-Linwood high school is a repeat customer. We are proud to have partnered with the district to design and masterplan their outdoor athletic facilities for football, baseball, softball, and soccer. Basehor-Linwood High School, located in Basehor, is a 5A school, serving students in grades 9 through 12. BLHS was named a 2012 National Blue Ribbon School. Services included: Master Planning, Field Designs, Base Construction, Turf Installation, Site Excavation, LED Lighting, Concrete and Utilities

Girard Schools USD 248

Contact: Blaise Bauer

Title: Superintendent of Schools Phone Number: 620.724.4325 Email: bbauer@girard248.org

Description: Full conversion of Varsity football field to synthetic turf; full conversion of varsity softball and baseball fields to synthetic turf, along with ancillary site amenities

Start/End Dates: 2019; 2022

Notes: Girard high school is a repeat customer and we are proud to have partnered with the district on their outdoor

athletic facilities upgrades.

Services included: Master Planning, Architecture & Design, Base Construction, Turf Installation, Sod & Irrigation, Concrete and Vertical Construction

KAW Valley USD 321

Contact: Kerry Lacock

Title: Superintendent of Schools Phone Number: 785.437.2254 Email: lacockk@usd321.com

Description: Full conversion of Varsity football field and track at St. Mary's High School; Full conversion of Varsity football

field and track at Rossville High School

Start/End Dates: 2020; 2021

Notes: KAW Valley is a repeat customer and we are proud to have partnered with the district on facilities upgrades at both of the district high schools. In doing so, both schools saw a dramatic shift in participation and energy among youth in their community. The full synthetic turf field revitalized the football program and in just 3-years, Rossville won the state tournament twice and St. Mary's became a state contender.

Services included: Field Design, Base Construction, Turf Installation and Track Design/Installation

Kansas State University (K-State)

Contact: Jason Brummett
Title: Assistant Athletic Director
Phone Number: 785-341-8285
Email: jbrummett@kstatesports.com

Description: Bill Snyder Family Stadium Synthetic Turf Remove & Replace, Indoor Baseball Facility Improvements and Turf Replacement, Football Indoor and Outdoor Practice Facilities

Improvements

Start/End Dates: 2017; 2021 - Present

Notes: K-State is a repeat customer and we are proud to have most recently partnered with them on major athletic facilities

upgrades across campus. Services included: Design & Architecture, Civil Engineering, Turf Installation, Utilities, Base

/ General Construction, Concrete

Leavenworth USD 453

Contact: Dr. Mike Roth

Title: Superintendent of Schools Phone Number: 913-680-7560 (Cell) Email: mike.roth@lvpioneers.org

Description: Complete new build of Baseball and Softball

complex, including a synthetic turf baseball field, Start/End Dates: 2020-2021; 2022-Present

Notes: Leavenworth School District is a repeat customer. The Pioneers compete in the United Kansas Conference and are **classified as a 5A school**, the second largest classification in Kansas, according to the Kansas State High School Activities Association.

Services Included: Master Planning, Architecture & Design, Base Construction, Turf Installation, Sod & Irrigation,

Concrete, Vertical Construction, Tennis Court

Design/Construction

Oklahoma State University (OSU)

Contact: Kyle Waters

Title: Associate Athletic Director Phone Number: 405-744-3711 Email: kyle.waters@okstate.edu

Description: Boone Pickens Stadium Synthetic Turf Remove &

Replace

Start/End Dates: Summer 2022

Notes: America's Brightest Orange just got brighter.

Mammoth is proud to have partnered with the OSU Cowboys on the removal and replacement of Boone Pickens Stadium

Football Field. Services included: Turf Installation

Olathe Public Schools USD 233

Contact: Dr. Brent Yeager Title: Superintendent of Schools Phone Number: 913-780-7000 Email: byeagerec@olatheschools.org Description: Full Conversion of Four (4) Football Fields to Synthetic Turf; Additional Field Projects in Progress

Start/End Dates: 2022

Notes: Olathe USD 233, also known as Olathe Public Schools, is a public unified school district headquartered in Olathe, Kansas, United States. It is one of the major school districts in the Kansas City Metropolitan Area and is one of the larger school districts in the state of Kansas.

Services Included: Master Planning, Field Design, and Turf

Installation

University of Kansas (KU)

Contact: Brad Nachtigal

Title: Sr. Associate Athletic Director - Operations/Capital

Projects/Information Technology Phone Number: 864-7479 Email: bnachtigal@ku.edu

Description: Rock Chalk Park Softball Field Remove & Replace;

Synthetic Turf Field Maintenance

Start/End Dates: 2022

Notes: Rock Chalk Park is a landmark in Lawrence and we are proud to revitalize the Jayhawks playing surface. Services Included: Field Design, Turf Installation, and Synthetic Turf

Maintenance.

University of Nebraska – Lincoln

Contact: Trev Alberts
Title: Athletic Director

Phone Number: 605-274-4311 Email: ad@huskers.com

Description: Memorial Stadium Synthetic Turf Remove &

Replace

Start/End Dates: Summer 2022

Notes: Memorial Stadium, nicknamed The Sea of Red, is an icon stadium in B1G Football. Mammoth crews are proud to have been the go-to turf installer for the Huskers (more than once) and most recently in 2022. Services Included: Turf

Installation

William Jewell College

Contact: Tom Eisenhauer
Title: Athletic Director
Phone Number: 816-415-5292
Email: eisenhauer@william.jewell.edu

Description: Baseball and Softball Stadium Fields Full Conversion and New Build of two (2) Multipurpose Fields.

Start/End Dates: Summer 2021

Notes: Mammoth is a proud partner of William Jewell College on the new Multi-Sport Athletic Complex currently being added to The Hill, including stadium baseball, softball and multi-purpose/lacrosse fields. William Jewell is an NCAA Div II University competing in the Great Lakes Valley Conference (GLVC). Services Included: Base Construction, Field Design, and

Turf Installation.

2. Products & Services

2.1. PRODUCTS & SERVICES

2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.

Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your product and service offering.

<u>IMPORTANT</u>. This description along with the products and services included in the <u>Attachment B – Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.

Mammoth Sports Construction is a turnkey design-build sports construction company. We design and build the necessary elements for various sports construction projects.

Design:

- 1. Master Planning
- 2. Architectural Design
- 3. Civil Engineering
- 4. Structural Engineering
- 5. Utilization of mechanical, electrical and plumbing engineering consulting partnerships

Construction:

- 1. New Synthetic Turf
- 2. Replacement of Synthetic Turf
- 3. Natural Grass Outfields with Aggregate infields and warning tracks
- 4. New Tracks
- 5. Re-spray of Tracks
- 6. Re-build of Tracks
- 7. Excavation, sub-base & drainage
- 8. Retaining Walls
- 9. Backstops (Pole to Pole)
- 10. Backstops (Tie-Back)
- 11. Integrated Wall Pads
- 12. Foul Poles
- 13. Chain-link Dugouts
- 14. CMU Dugouts
- 15. Enclosed Modular Dugouts
- 16. Helmet cubbies
- 17. Dugout Benches
- 18. Bases
- 19. Guardrail System
- 20. 4' Black Vinyl Fencing
- 21. 4' Galvanized Fencing
- 22. 6' Black Vinyl Fencing
- 23. 6' Galvanized Fencing
- 24. 8' Black Vinyl Fencing
- 25. 8' Galvanized Fencing
- 26. Fence Rail Cap
- 27. Fence Mesh
- 28. Champion Wall Fencing
- 29. Soccer Goals
- 30. Protection Netting
- 31. Play Clocks
- 32. Batter's Eye
- 33. Field Goal Posts

34. Tennis Courts 35. Pickleball Courts 36. Batting Cages 37. Pitchers Mounds 38. Scoreboards 39. Concrete sidewalks & paving **2.1.2.** Additional Offering. Please include 1. Architectural Design any additional products and services 2. Master Planning not included in the scope of the 3. Civil Engineering solicitation that you think will 4. Structural Engineering enhance and add value to this 5. Asphalt, Concrete or Gravel Parking Lots contract's participating agencies. Custom Design & Pricing 6. Bleachers, Grandstands and Press Boxes -Custom Design & Pricing 7. Lighting – Custom Design & Pricing 8. Ancillary Facilities such as Ticketing & Entry Buildings, Indoor Practice Facilities, Weight Rooms, Concessions, Restrooms 9. Maintenance 10. Creative & Marking Services 11. Surveying 12. Erosion Control 13. Private Utility Locates 14. Utility Infrastructure **2.1.3.** Open Market Products. Provide a We will accommodate open market products at the detailed description of your ability to request of the client. We will solicit the open market accommodate requests for Open product, if not offered in our standard catalog, and apply Market Products. Open Market the proper insurances and fees. Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products. 2.1.4. Warranty. Provide a copy of the Mammoth provides a 1-year builder's warranty. FieldTurf manufacturer's warranty. If required, and Beynon manufacturer warranties are as follows: please attach the warranty as an Baseball & Softball Synthetic Turf Warranty: An attachment, as instructed in this (8) year 3rd party pre-paid insured warranty on document. Describe notable features the FieldTurf artificial grass surface; with and/or characteristics of the warranty exception on the home plate area, base paths that a public sector customer would and pitcher's mound which shall be 2 years find interesting or appealing. Pricing instead of (8) years and there is no thirdrelated to the any extended warranty party insurance. options must be included in Football & Soccer Synthetic Turf Warranty: An (8) <u>Attachment B – Cost Proposal</u>. year 3rd party pre-paid insured warranty on the artificial turf surface is included. Beynon Track and Field Products: 5-Year Warranty.

Mammoth is proud to partner and install synthetic turf and track systems for world renowned manufacturers, FieldTurf and Beynon. With over 20,000 completed fields worldwide, FieldTurf has developed some of the most trusted systems in the world, allowing athletes at every level to compete on safe playing surfaces. Beynon is the leader in track surfacing since 1974 and is found in North America's most prestigious track and field facilities, reputed collegiate campuses, high schools and city parks.

3. **Business Operations**

3.1. Customer Service

3.1.1. Customer Service Department.

Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company of if they are a network of subcontractors.

Mammoth is a company rooted in service. Whether in the office or on a job site, this core belief permeates every decision we make. We have three (3) office locations and our hours of operation are Monday-Friday, 8am-5pm CST daily.

Locations:

- Meriden, KS HQ
- Lenexa, KS
- Sioux Falls, SD

Email: info@mammothbuilt.com

Phone #: 785-400-6136

Additionally, we understand that communication is critical to the overall success of a project. This is why we assign project teams with a specific project manager upon award of contract. The project manager will serve as a key point of contact throughout your project and will work hand-in-hand with owners throughout the design-build process.

3.2. Customer Set Up; Order & Invoice Processing; Payment

3.2.1. Order & Invoice Process. Describe your company's proposal development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.

Proposal development for Mammoth implements multiple processes and inputs including but not limited to creative, conceptual, design estimating/preexecutive/director oversight. construction and Dependent upon circumstances, budgets or other mitigating factors, Mammoth crafts proposals, and options, to allow clients to determine the scope of work performed and what selections/alternates are best suited for the client. Mammoth prefers to present proposals in-person but understands that remote/virtual presentations may be necessary.

Mammoth's order and invoice processing is a transparent process and follows general AIA terms and conditions. Dependent upon the scope of work required, contract payment may follow a schedule of values or milestone billing process.

As an example, Mammoth's proposed contract payment terms would include but not be limited to the following:

The Contract Sum stated below is the total amount payable by the Owner to the Contractor for performance of the Work. The Total Contract Sum will be based on the options & alternates that Owner selects.

The Contract Sum shall include all items and services identified in the Scope of Work, and any other items and services necessary for the proper execution and completion of the Work, subject to any Change Order of Owner, changes allowed by this Agreement or as further agreed by Owner and Contractor in writing.

The Contractor warrants that a clean title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment of that specific Application for Payment. All Applications for Payment will include Lien Waivers, either partial or final based on the Application for Payment.

Payments received from the Owner shall be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interest. Contractor shall indemnify and hold Owner harmless from any liens, claims, security interest, or encumbrance filed by the Contractor, subcontractors, or anyone claiming by, through or under the Contractor or Subcontractor for items covered by payments made by the Owner to Contractor.

At least ten days before the date established for each progress payment, if applicable, the Contractor shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if applicable. Amounts stated in any such

Application for Payment received by Owner from Contractor shall be due upon receipt.

The Contractor shall pay each subcontractor and supplier in an amount determined in accordance with the terms of the applicable subcontracts and purchase orders. The Owner shall have no responsibility for payments to a subcontractor or supplier.

3.2.2. *Financing.* Does your company offer any financing options or programs? If yes, describe the financing options available to Members.

Mammoth does not offer financing directly but can make financing recommendations to clients.

3.3. Bonding Capabilities

3.3.1. Bonding. Describe your company's bonding capacity. Your response may include, but is not limited to, the bonding company's surety rating.

See the attached Letter of Bondability for Mammoth Sports Construction, LLC FKA Kansas Turf, LLC.

Single per project limit: up to \$12,000,000.00 range Aggregate limited: up to \$20,000,000.00 range

4. PRICING

4.1. Cost Proposal

4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.

Our pricing model is turnkey – meaning inclusive of all design, material, labor, equipment, insurances, and fees. A specific project will be able to piece together the different lines items to compile the desired end project scope and cost. An Equalis Group member will be able to refer back to those individual line items to assure compliance with the Master Agreement.

4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.

Our pricing model is turnkey – meaning inclusive of all design, material, labor, equipment, insurances, and fees. A specific project will be able to piece together the different lines items to compile the desired end project scope and cost. An Equalis Group member will be able to refer back to those individual line items to assure compliance with the Master Agreement.

4.1.3.	Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal.	The prices offered in your Cost Proposal are: ☑ lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. ☐ equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. ☐ higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. ☐ not applicable. Please explain below.
		Click or tap here to enter text.
4.1.4.	Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.	Further discounts may be applied for multiple field projects. The discount can be offered either as a percentage of the entire project or upon further agreement of the parties.
4.1.5. NOTE:	Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request. For a definition of Open Market Items,	We will accommodate open market products at the request of the client. We will solicit the open market product, if not offered in our standard catalog, and apply the proper insurances and fees.
-	refer to Part One, Section 5 – Pricing.	
4.1.6.	Total Cost of Acquisition. Identify any total cost of acquisition costs that are <u>NOT</u> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.	Additional costs that may be incurred are as follows: 1. Site Specific Requirements such as: mass excavation, grading, stabilization, existing infrastructure, which will be determined by a Geotechnical Report, Site Survey and/or Site Investigation. 2. Local Jurisdiction Review Comments 3. Erosion Control 4. Project Contingency 5. Site Specific Safety Requirements
5. <u>G</u>	D-TO-MARKET STRATEGY	
	idder Organizational Structure Staffing of Relationship	
5.1.1.	Key Contacts. Provide contact information and resumes for the	Executive Contact: Bryce Farrant, Chief Operating Officer, P: 785.554.5109, E: Bryce@mammothbuilt.com

person(s) who will be responsible for the following areas;

- 1. Executive Contact
- 2. Contract Manager
- 3. Sales Leader
- 4. Reporting Contact
- 5. Marketing Contact.

Indicate who the primary contact will be if it is not the Sales Leader

- 2. **Contract Manager:** Matthew Bergmann, General Counsel/Chief Legal Officer, P: 785.554.4280, E: matthew.bergmann@mammothbuilt.com
- 3. **Sales Leader:** Erica Schilling, VP of Business Development, P: 605.403.5345, E: Erica.Schilling@mammothbuilt.com
- 4. **Reporting Contact**: Charlie Ochs, Vice President of Preconstruction, P: 785.675.1333,

E: Charlie@mammothbuilt.com

- Marketing Contact: Kip Kraisinger, Vice President of Corporate Strategy, P: 785.400.6136,
 E: Kip@mammothcreated.com
- Organization. 5.1.2. Sales Provide а description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic market territories, vertical segmentation, etc.

Mammoth is a family owned and operated design-build sports construction firm founded on the principals of honesty, communication and community. We are passionate about making a positive impact in every community we work and do so with our client-driven approach. With architecture, pre-construction and general construction services all under one roof, we are able to support our partners from initial concepts through completion, with less cost and schedule growth in the process.

Through 14+ years of experience building leading-edge projects, Mammoth has developed unmatched expertise in the specialties that drive better project outcomes. While every Mammoth project is assigned a named project team, each project also receives the benefits of an even broader set of

company resources and industry-leading expertise. We refer to this collaboration as "The Mammoth Way," through which dedicated experts bring highly specific knowledge and resources to our projects to complement the broader focus of our project leaders. To date, Mammoth employs over 350 team members and has successfully completed projects in more than 40 states.

Mammoth is private LLC that was originally founded in 2008 under the title of Kansas Turf. After 10-years of continued growth across the United States, owner and CEO, Jake Farrant, made the strategic decision to rebrand the company. In 2018, Kansas Turf officially became Mammoth Sports Construction. Although our name changed, our values did not. We are committed to building community and tradition by serving the specific needs of each partner. As a full-service design-build firm, Mammoth has capabilities to self-perform many of the trades contributing to successful sports construction, including architecture, engineering, master planning,

pre-construction, logistics, earthwork, steel erection, concrete, and equipment installation. We pride ourselves on:

COMPLETE IN-HOUSE SERVICES

Providing complete design-build construction services from opening meeting to opening day. Our process improves communication with clients, while reducing costs and feelings of overwhelm that come from large construction projects.

SELF-PERFORM CAPABILITIES

Self-performing every step of the construction process because it allows us to streamline budgets and timelines. This saves you energy and capital.

OUR COMMITMENT TO YOU

Maintaining the best workmanship warranty in the industry. Your investment will be protected. A commitment to every community we serve. Our partnership doesn't end when the punch list is complete. We help create a legacy for you and your community.

A CREATIVE MINDSET

Approaching each project with a creative, yet pragmatic mind. We've installed more turf than any other construction firm in the country. We know what works and what doesn't.

Mammoth is a modern master build firm providing the following services:

- Master Planning: Project Feasibility Studies /
 Logistics & Schedule Planning / Life Cycle Cost
 Analysis / Pro Forma Modeling / Programming &
 Design / Procurement of Project Financing /
 Construction / Owner-Tenant Move-In
- Architecture: Site Selection / Landscape Design / Architectural Design / Mammoth Design-Build / Consultant Coordination / Renderings & Modeling / Space Planning & Programming
- Artificial Turf: Design / 3-D Rendering / Installation / Removal / Infill / Maintenance
- Golf Construction: Mobilization / Clearing & Demolition / Shaping / Drainage / Irrigation / Feature Construction / Cart Path & Stonework / Finishing / Grassing
- Track & Tennis Construction: Design / Groundwork
 / Concrete / Base Remediation / Surface Installation
 / Removal / Striping / Maintenance

- Ancillary Sports Amenities: Sports Lighting / Scoreboards / Bleachers / Press Box / Sports Equipment
- General Construction: Design-Build / Design-Bid-Build / Integrated Project Delivery / Construction Manager at Risk
- Steel Erection: Steel Buildings / Steel Roofs / Auditoriums / Stadiums / Bleachers / Gymnasiums / Lighting
- Concrete: Structural / Flatwork / Finishing / Sidewalks / Foundation / Pads
- Earthwork: Site Demolition / Mass Excavation / Erosion Control / Site Utilities / Soil Stabilization / Civil Engineering & Surveying / Pad-Ready Site
- Logistics: Shipping / Hauling / Roll-Off Trucking / Grading / Craning
- Creative Services: Branding / Design / Digital Marketing / Public Relations / Photography / Market Strategy / Traditional Media Buying / Video

5.2. Contract Implementation Strategy & Expectations

5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?

In the event of a contract award, Mammoth's expectation is to fulfill the terms of the contract, to the satisfaction of the client and Equalis, resulting in completion of a successful project. Upon contract award, Mammoth would mobilize all necessary resources to timely and correctly complete the project within the defined scope and to comply with necessary requirements of the award and/or existing agreements between Mammoth and Equalis.

5.2.2. Five (5) Year Sales Vision & Strategy.

Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.

Our vision & strategy is to provide a single source, turnkey construction service for educational institutions and local governments to meet their sports construction needs. We will utilize & grow our in-house business development department to continue building relationships and leads with educational institutions and local governments. While we are already working nationwide, we will continue to place new business development leaders in new geographical regions to further expand our network. We will continue to develop our in-house & self-perform offerings, so we remain a complete and turn-key, designbuild sports construction firm. Our self-perform capabilities currently includes engineering, architecture, mass excavation, concrete, utilities, subbase, synthetic & natural turf, athletic equipment, and general

		construction. We will listen to the client's needs and
		develop in-house resources to address their needs.
5.2.3.	Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?	While our top line has doubled in size since our conception, our goal is to increase our current sales by 25% each year. In 5 years this would be \$275,000,000.
6. <u>A</u>	DMIN FEE & REPORTING	
	idder Organizational Structure & taffing of Relationship	
6.1.1.	Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.	2% up to \$5million, 1.5% for \$5mil - \$10mil, Negotiated for project greater than \$10mill.
	The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.	
	Please provide your proposed Administrative Fee percentage or structure.	
langua terms	The proposed Administrative Fee age for this contract is based on the disclosed in the <u>Attachment A – Model</u> <u>nistration Agreement</u> .	
6.1.2.	Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.	Mammoth agrees to meet the reporting requirements identified in this Section.

6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.

Mammoth will implement self-audit processes to ensure compliance for an applicable contract award, the Master Agreement and/or the Administration Agreement. Audit procedures may include, but not be limited to, existing internal processes of Mammoth for contract, financial and client assurance and reporting as requirements required under Exhibit A of the Administration Agreement.

PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as <u>Attachment B</u> and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidders are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Bidder's Cost Proposal must include the information requested in **Section 5 - Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

<u>Diversity Vendor Certification Participation</u> - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a.	Respondent certifies that this firm is an MWBE: Yes No List certifying agency: Click or tap here to enter text.
b.	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE") Respondent certifies that this firm is a SBE or DBE: Yes No List certifying agency: Click or tap here to enter text.
c.	Disabled Veterans Business Enterprise (DVBE) Respondent certifies that this firm is an DVBE: ☐ Yes ☐ No List certifying agency: Click or tap here to enter text.
d.	Historically Underutilized Businesses (HUB) Respondent certifies that this firm is an HUB: Yes No List certifying agency: Click or tap here to enter text.
e.	Historically Underutilized Business Zone Enterprise (HUBZone) Respondent certifies that this firm is an HUBZone: Yes No List certifying agency: Click or tap here to enter text.
f.	Other Respondent certifies that this firm is a recognized diversity certificate holder: Yes No List certifying agency: Click or tap here to enter text.

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

Business and individual licenses that are held by Mammoth Sports Construction, LLC ("Mammoth") and/or Mammoth Employees are as follows:

Mammoth has employees with active individual licenses to practice Architecture in the following states:

Kansas Missouri

Alabama Illinois

South Dakota

Texas

Colorado

New Mexico

Wisconsin

Oklahoma

Mammoth has employees with active individual licenses to practice Professional Engineering in the following states:

Kansas

Missouri

Alabama

Illinois

South Dakota

Texas

North Dakota

Minnesota

Iowa

Mammoth currently has or has applied for a Business Certificate of Authority to practice Architecture and Professional Engineering in all states where Mammoth has licensed individuals, and it is required by state law that the business obtain a certificate to practice the profession.

Mammoth currently employs five (5) Architects and two (2) Professional Engineers that hold licenses in the various states listed above.

Mammoth has active business contractor registrations/licenses in the following jurisdictions:

City/County/State License Classification

State of Alabama Athletic Fields
City of Firestone, Colorado Class A Contractor

State of Iowa Contractor Registration Certificate

Johnson County, Kansas Class A General Contractor

City of Topeka, Kansas DSL General Contractor 1 Lic < 3 stories

City of Ottawa, Kansas Class A General Contractor

State of Nebraska Contractor Registration Certificate

Mammoth has pending business contractor registrations/licenses in the following jurisdictions:

<u>City/County/State</u> <u>License Classification</u>

State of Alabama Building Construction Under Four Stories

State of Florida Certified General Contractor
City of Indianapolis, Indiana General Contractor License
City of Dodge City, Kansas General Contractor License

State of New Mexico Contractor License – Recreation Areas

State of North Carolina General Contractor License
State of North Dakota General Contractor License

In addition to the list of licenses and certifications listed above, Mammoth is registered as a Foreign Entity to do business in all states/jurisdictions where needed for current and future projects. Mammoth has obtained licensing and certifications in accordance with federal, state and/or local laws based on the scope and jurisdiction of each specific project. Mammoth has the ability to apply for and will obtain licenses and certifications for business, architecture, engineering and general contracting in any jurisdictions required for future projects in accordance with federal, state and local laws.

(The rest of this page is intentionally left blank)

ARCHITECT LICENSES



Kansas State Board of **Technical Professions**



Kansas Board of Technical Professions Licensee Details

Demographic Information

Licensee David B. Devore Name:

Location Information

City: Lawrence State: KS 66047

Zip:

License Information

License A6816 Number:

Originally 10/10/2016 Issued:

Obtained Reciprocity

Digital Documents

License Type:

Architect

Renewed: 6/29/2022 Last

License Status:

Active

Expiration: 6/30/2024

No Related Licensing Documents

Close Window



Board for Architects, Engineers, Land Surveyors & Landscape Architects Division of Professional Registration

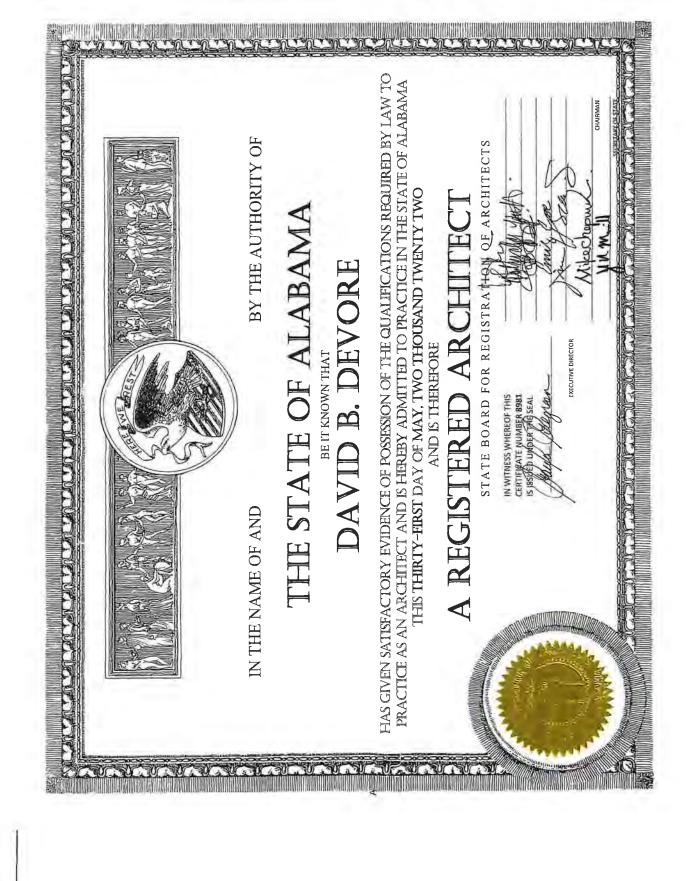
Architect

VALID THROUGH DECEMBER 31, 2024
ORIGINAL CERTIFICATE/LICENSE NO. 2014019038

MATTHEW DAVID KEYS 5075 W 194TH TERRACE STILWELL KS 66085 USA

EXECUTIVE DIRECTOR

DIVISION DIRECTOR





Cut on Dotted Line

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 4577286



Cut on Dotted Line





	DEPT. 0 & REG	PT. OF LABOR	Sout	th Dakot	South Dakota Board of Technical Professions	f Technic	al Profe	ssions
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Search By:	Name * De	Devore			PE Disc.	II o	•	
	Profession Arc	Architect	•		City		•	
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								(S)
Profession	Name At	Address	City	State Zip	Phone	Registration Number	PE Expiration Disc. Date	ion Status
AR	David B. Devore	1034 E 251 Diag Rd	Lawrence	KS 66047	7854006136	15130	3/31/2023	023 Active
	State Home Page	SD BTP Home	Equal Opportunity	/ Accessibility	Equal Opportunity Accessibility Policy Disclaimer Privacy Policy About Us	Privacy Policy	About Us	



THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS

Certifies that it has registered and authorized to practice in the State of Texas

David B. Devore as

Architect

In testimony whereof this certificate has been issued by the authority of this board Registration No: 30327

Renewal of this registration is due July 31, 2023



Below are your electronic wallet cards to use as proof of your license. You can also print your license at any time by visiting www.colorado.gov/dora/DPO_Print_License and following the instructions listed.

If you would like a more durable wallet card option, you can order one for a fee by visiting www.nasbastore.org and selecting the "Colorado License Cards" link on the left hand side of the page. If you prefer, you can also contact NASBA by phone at 1-888-925-5237 or by email at nasbastore@nasba.org.

Should you have questions about your credential, or need other information please contact our Customer Service Team at 303-894-7800 or dora_dpo_licensing@state.co.us.

Colorado Department of Regulatory Agencies **Division of Professions and Occupations**

State Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors

David Brian Devore

Architect

ARC.00407637 Number Active

Credential Status Verify this credential at: dpo.colorado.gov

Division Director Ronne Hines Credential Holder Signature

Colorado Department of Regulatory Agencies **Division of Professions and Occupations**

State Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors

David Brian Devore

Architect

ARC.00407637

Number Active

Credential Status Verify this credential at: dpo.colorado.gov

10/31/2022 Issue Date

10/31/2023

Expire Date

Division Director Ronne Hines Credential Holder Signature



10/31/2022

10/31/2023

Issue Date

Expire Date



Board of Examiners for Architects

the person whose name appears on this certificate has complied with the laws of the State of New Mexico regulating the practice of architecture in this state.

LICENSE NO.

EXPIRES

6471

December 31, 2022





Mulacit M. Boyalls
Executive Director

Detach here

STATE OF NEW MEXICO
Board of Examiners for Architects

License No.

Matt Keys

Expires

6471

December 31, 2022

Mulaci M. Granks

Executive Director

is a registered architect in good standing in the State of New Mexico.

THIS LICENSE MUST BE CONSPICOUSLY DISPLAYED AT ALL TIMES IN YOUR OFFICE OR PLACE OF BUSINESS IN ACCORDANCE WITH THE LAW.

THE STATE OF WISCONSIN

EXAMINING BOARD OF ARCHITECTS, LANDSCAPE ARCHITECTS, PROFESSIONAL ENGINEERS, DESIGNERS, AND PROFESSIONAL LAND SURVEYORS

Herety cortifies that

CRANT DIHOME

was graded a certificate of registration as an

AR CHITTECT

in the State of Wisconsin in accordance with Wisconsin Lum

in the 23rd day of September in the grear 2016.

The authority greated herricanast be rememed each becomium by the greating authority. In witness thereof the Shete of Wisconsin Examining Board of Architects, Landbeame Sechiterts, Professional Engineers, Projences, and Professiona

has consed this certificate to be issued under







Board of Governors of the Licensed Architects, Landscape Architects and Registered Interior Designers

This is to certify that

David Brian Devore

is duly licensed and entitled to use the term

LICENSED ARCHITECT

This 9th day of November, 2022

Under the provisions of The Oklahoma Architectural and Registered Interior Designers Act. This Certificate is valid only by renewal of License on the thirtieth day of June of alternate years. It is revocable for causes specified in the law and valid only by renewal.

Expiry Date: 06/30/2023

Reg. No.: a08343



PROFESSIONAL ENGINEERING LICENSES

Board of Technical Professions



State of Kansas

Certifies That

Professional Engineer, License No. 26990 **Dylan Thomas Medlock**

is licensed to practice in the State of Kansas



Eric Wimmer

Chairperson

Secretary

Secre

Dated May 29, 2019

State of Missouri

Division of Professional Registration Professional Engineer

VALID THROUGH DECEMBER 31, 2023
ORIGINAL CERTIFICATE/LICENSE NO. 2021035876
DYLAN MEDLOCK
MAMMOTH SPORTS CONSTRUCTION
601 E. WYANDOTTE ST
MERIDEN KS 66512
USA

DYLAN MEDLOCK MAMMOTH SPORTS CONSTRUCTION 601 E. WYANDOTTE ST MERIDEN KS 66512 USA

State of Missour;

Missouri Department of Commerce and Insurance
Division of Professional Registration
Board for Architects, Engineers, Land Surveyors & Landscape Architects
Professional Engineer

VALID THROUGH DECEMBER 31, 2023 ORIGINAL CERTIFICATE/LICENSE NO. 2021035876

DYLAN MEDLOCK
MAMMOTH SPORTS CONSTRUCTION
601 E. WYANDOTTE ST
MERIDEN KS 66512
USA

EXECUTIVE DIRECTOR

DIVISION DIRECTOR

State of Allabama



Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

DYLAN THOMAS MEDLOCK

having given satisfactory evidence of the necessary qualifications required by law has been duly licensed and is hereby authorized to practice in the State of Alabama as a

PROFESSIONAL ENGINEER

License No. PE51566

In testimony whereof witness the signature of the Chair and Secretary under seal of the Board on 8/1/2022

9-4 7. B. L. A.

Joseph F. Breighner, Jr., Chair

Rhed

John E. Averrett, Secretary



For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 4492284



Board of Technical Professions State of South Dakota

By virtue of authority vested by law, and after due consideration, does hereby certify that

Dylan Medlock

has been issued this certificate as

Professional Engineer

Registration Number: 15516

Expiration: 11/30/2023

Colby Flynn, Chairman

Ryan P. Callaghan, Secretary

Harryn Pattrain

Kathryn Patterson, Executive Director



Texas Board of Professional Engineers and Land Surveyors

BE IT KNOWN THAT

Dylan Thomas Medlock

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT, TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW



In witness whereof, we have hereunto set our hands and affixed the seal of the Board at the City of Austin, this 8th day of July, 2022.

Dr. Sina K. Nejad, P.E., P.Eng., Board Chair

SERIAL NUMBER 145341

Ademola Adejokun, P.E., Secretary

North Dakota State Board of Registration for Professional Engineers and Land Surveyors

certifies that

Dylan T Medlock

has met the requirements in Chapter 43-19.1 of the North Dakota Century Code for registration as a

Professional Engineer

PE-29268

and is authorized to practice Professional Engineer in North Dakota as long as this certificate remains in force.

Date Issued

October 18, 2021

H. Jml Chairman

Secretary Secretary



THE MINNESOTA BOARD OF ARCHITECTURE, ENGINEERING, LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE & INTERIOR DESIGN

herewith attests that

Dylan Thomas Medlock.

is duly licensed and is hereby authorized to practice in the State of Minnesota as a(n)

Professional Engineer

while this certificate remains unrevoked and unexpired In testimony whereof license number 59835 has been issued and the Seal of the Board affixed

this twenty-ninth day of November, 2021.

Secretary Z



State of lowa

Engineering and Land Surveying Examining Board

Dylan Thomas Medlock

having given satisfactory evidence of professional qualifications as required by the Code of lowa is duly authorized to practice in the State of lowa as a Professional Engineer.

In witness thereof the Board grants License Number P27602. This 29th day of August, 2022



CONTRACTOR LICENSES

STATE OF ALABAMA

BID LIMIT:

UNLIMITED

AMOUNT:



57620 LICENSE NO.

NEW

TYPE

State Airensing Board for General Contrar

THIS IS TO CERTIFY THAT

MAMMOTH SPORTS CONSTRUCTION LLC

MERIDEN, KS 66512

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

MU-S: ATHLETIC FIELDS

until April 30, 2023

when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

28th day of October, 2022

SECRETARY-TREASURER ()

CHAIRMAN

189498

TOWN OF FIRESTONE COLORADO



THIS LICENSE MUST BE AVAILABLE UPON REQUEST FROM ANY OFFICER OR INSPECTOR

Town of Firestone 9950 Park Avenue Firestone, CO 80504

Mammoth Sports Construction, LLC 601 E. Wyandotte St Meridan KS 66512

CONTRACTOR'S LICENSE

Туре	License Number	Issuance Date	License Expiration	Fee	
Class A Contractor	22A-2900	October 26, 2022	December 31, 2022	150.00	

This license is issued subject to the laws of the State of Colorado and the Ordinances of the Town of Firestone. This license is nontransferable and shall be conspicuously posted in the place above described. This License is only valid through December 31, 2022. Any questions concerning this license should be addressed to the Town of Firestone 9950 Park Avenue, Firestone, CO 80504

In testimony whereof, I have hereunto set my hand this 26 day of October, 2022.

ATTEST:

Todd Bjerkaas, Planning & Development



CONTRACTOR REGISTRATION CERTIFICATE

STATE OF IOWA DIVISION OF LABOR

150 Des Moines St, Des Moines, IA 50309 Phone: 515-242-5871 | FAX: 515-725-2427 www.iowacontractor.gov | contractor.registration@iwd.iowa.gov DATE ISSUED: 03/11/2022

DATE EXPIRES: 03/11/2023

REGISTRATION NUMBER:

C142625

MAMMOTH SPORTS CONSTRUCTIOON 601 E WYANDOTTE ST MERIDEN, KS 66512

Rod A. Roberts, Labor Commissioner



2022-0010223

MAMMOTH SPORTS CONSTRUCTION LLC

601 E WYANDOTTE ST

MERIDEN, KS 66512

JOHNSON COUNTY, KANSAS CONTRACTOR LICENSING PROGRAM

Hereby grants the following:

CLASS "A" - GENERAL 2022 CONTRACTOR LICENSE TO

MAMMOTH SPORTS CONSTRUCTION LLC

ISSUED BY:

Contractor Licensing Program
Johnson County, KS
111 South Cherry Street, #1000
Olathe, KS 66061

LICENSE EXPIRES DECEMBER 31, 2022

CITY OF TOPEKA DEVELOPMENT SERVICES DIVISION 620 SE MADISON ST UNIT 6 TOPEKA, KANSAS 66607-1118

MAMMOTH SPORTS CONSTRUCTION LLC 601 E WYANDOTTE ST MERIDEN, KS,66512

CITY OF TOPEKA, KANSAS



License No.:

G1CO 202010194075

This is to certify that MAMMOTH SPORTS CONSTRUCTION LLC

having fulfilled the legal requirement for licensing, is hereby authorized and licensed to practice as a

DSL General Contractor 1 Lic < 3 stories

within the city of Topeka

Issue Date: $\underline{19-\text{Oct}-2020}$ Expiration Date: $\underline{14-\text{Dec}-2022}$ both inclusive and subject to provisions of the City code.

Issued under the direction of Richard Faulkner

Chief Building Official

Received From: MAMMOTH SPORTS CONSTRUCTION LLC Date: 18-May-2022		CITY OF TOPEKA, KANSAS Name: MAMMOTH SPORTS CONSTRUCTION LLC Licensed to Practice as a Type: DSL General Contractor 1 Lic < 3 stories Lic. No.: G1CO 202010194075 Expiration: 14-Dec-2022				
For:	DSL General Cont	ractor 1 Lic < 3	stories			
Date:	14-Dec-2022	#3678		Score	Location	Date
\$303.	00 Check		45915	Issued under the direction of		ion of
Amount	Paid Cash/Check	Pay Doc. #	Receipt #	Richard Faulkner		
		PEKA, KANSAS			Chief Building Offici	al



City Of Ottawa

101 S. Hickory Street

P.O. Box 60 Ottawa, KS 66067

BUSINESS LICENSE CERTIFICATE

This license is in accordance with the regulations under the authority of the City of Ottawa Municipal Codes.

Business Name:

MAMMOTH SPORTS CONSTRUCTION
601 E WYANDOTTE ST

Business Location:

MERIDAN, KS 66512

Owner:

JAKE FARRANT

License Number:

GEN-000358-2021

Issued Date: **Expiration Date:** 2/14/2022

DBA:

2 12/31/2022 MAMMOTH SPORTS CONSTRUCTION License Type: Classification:

Fees Paid:

General Contractors License .Class A Contractor

£\$ 300.00

The License holder is hereby entitled to operate within the City of Ottawa until this license expires or is canceled .

THIS LICENSE IS IN NO CASE TRANSFERABLE

MATICALLY IS THE



Contractor Registration Certificate

This certificate is non-transferable

Registration # 34102-22

Date Expiring: 11/4/2023

Mammoth Sports Construction, LLC Mammoth Sports Construction, LLC 601 E Wyandotte St. Meriden, KS 66512 Commissioner of Labor

Nebraska Department of Labor 550 South 16th Street Lincoln, NE 68508 402-471-2239

PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is "unresolved" at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under O.R.C. Chapter 9.24 prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

ls your	company the subject of any unresolved findings for recoveries?
	Yes
\boxtimes	No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. Mandatory Contract Performance Disclosure.

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. No such claim(s) has been made or taken against Mammoth.

2. Mandatory Disclosure of Governmental Investigations.

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. No such action(s) has been made or taken against Mammoth.

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the	Supplier authorize dealers, distributors, resellers access to Master Agreement?
	Yes
\boxtimes	No
, ,	w will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated e to time upon CCOG's approval.
Bidder R	esponse: Click or tap here to enter text.

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.

I, Jacob Farrant, hereby certify and affirm that Mammoth Sports Construction, LLC, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the Unites States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

<u>AND</u>

I, Jacob Farrant, CEO, hereby certify and affirm that Mammoth Sports Construction, LLC, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, Jacob Farrant, CEO, hereby certify and affirm that Mammoth Sports Construction, LLC, is not on the list established by the Ohio Secretary of State, pursuant to <u>ORC Section 121.23</u>, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

<u>AND</u>

I, Jacob Farrant, CEO, hereby certify and affirm that Mammoth Sports Construction, LLC either is not subject to a finding for recovery under <u>ORC Section 9.24</u>, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Jacob Farrant, CEO, hereby affirm that this proposal accurately represents the capabilities and qualifications of Mammoth Sports Construction, LLC, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as

primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature:

Printed Name: Jacob Farrant

Company Name: Mammoth Sports Construction, LLC

601 E Wyandotte St., Meriden, KS

Mailing Address: 66512

Email Address: jake@mammothbuilt.com

Job Title: CEO

PROPOSAL FORM 10: DEBARMENT NOTICE

l, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name:

Jacob Farrant

Mailing Address:

601 E Wyandotte St., Meriden, KS

66512

Signature

Title of Signatory:

Page | 32

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by <u>Section 1352</u>, <u>Title 31</u>, <u>U.S. Code</u>. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

- 1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:

Date:

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature:

Date:

11/10/2022

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree? _ Agree, JPF
(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Supplier Partner Violation or Breach of Contract Terms

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

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which mut be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? <u>Agree, JPF</u> (Initials of Authorized Representative)

2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency.

Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? <u>Agree, JPF</u> (Initials of Authorized Representative)

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? <u>Agree, JPF</u>
(Initials of Authorized Representative)

4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? <u>Agree, JPF</u>
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act

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

Does Bidder agree? <u>Agree, JPF</u> (Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

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

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? <u>Agree, JPF</u> (Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

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

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? <u>Agree, JPF</u>
(Initials of Authorized Representative)

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) — A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? <u>Agree, JPF</u> (Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? <u>Agree, JPF</u>
(Initials of Authorized Representative)

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree? <u>Agree, JPF</u>
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? <u>Agree, JPF</u> (Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? <u>Agree, JPF</u>
(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? <u>Agree, JPF</u>
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? <u>Agree, JPF</u> (Initials of Authorized Representative)

15. Applicability to Subcontractors

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

Does Bidder agree? <u>Agree, JPF</u> (Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:

Printed Name:

Jacob Farrant

Company Name:

Mammoth Sports Construction, LLC

Mailing Address:

601 E Wyandotte St., Meriden, KS 66512

Job Title:

CEO

PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available	\boxtimes	Yes
to public agencies in the State of Arizona?		No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..." every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

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

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal

regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree? _ Agree, JPF (Initials of Authorized Representative)

Date: _ 11/10/2022

PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available		Yes
to public agencies in the State of New Jersey?	\boxtimes	No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14,
 N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

more of the firm present	ing the proposal.		
Company Name:	pany Name: Click or tap here to enter text.		
Street: Click or tap here to enter text. City, State, Zip Code: Click or tap here to enter text.			
			Complete as appropriate I, Cok or to the end of no partners and the business.
OR:			
a list of all individual par	ther isset, a partner in thick or the talents of the policy of that the following is retners who own a 10% or greater interest therein. I further certify that if one (1) or more of the oration or partnership, there is also set forth the names and addresses of the stockholders f that corporation's stock or the individual partners owning 10% or greater interest in that		

OR:

I, it is the second of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
-		
	ertify that the statements and information core and belief.	tained herein, are complete and correct to the best of m
Signa ture:		
Date:	Click or tap here to enter text.	

B. Non-Collusion Affi	<u>idavit</u>
Bidder Name:	Enter Bidder Name
Street Address:	Enter Bidder Name
City, State Zip:	Enter Bidder Name
State of New Jersey	
County of Insert County	name
	the <mark>Insert name of City</mark> in the County of <mark>Insert name of County</mark> , State of <mark>Insert name of State</mark> of rn according to law on my oath depose and say that:
services or public work executed the said prop any agreement, particip connection with the abo and correct, and made	of job title of the firm of Insert company name. the Bidder making the Proposal for the goods, it specified under the Harrison Township Board of Education attached proposal, and that I cosal with full authority to do so; that said Respondent has not directly or indirectly entered into coated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in ove proposal, and that all statements contained in said bid proposal and in this affidavit are true with full knowledge that the Harrison Township Board of Education relies upon the truth of the proposal and in the statements contained in this affidavit in awarding the contract for or public work.
an agreement or unders	o person or selling agency has been employed or retained to solicit or secure such contract upon standing for a commission, percentage, brokerage or contingent fee, except bona fide employees I commercial or selling agencies maintained by
Authorized signature:	
lob Title:	Insert job title here.
Subscribed and sworn b	pefore me
this day of	, 20
Notary Public of New Je	
My commission expires	, 20
SEAL	

Company Name:	Click or applied anter text	
Street Address:	Click or to here to enter text	
City, State, Zip Code:	Click or La here to enter text	

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

- A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u>

 OR
- A photo copy of their <u>Certificate of Employee Information Report</u>

 OR
- 3. A complete Affirmative Action Employee Information Report (AA302)

Public Work - Over \$50,000 Total Project Cost:

 \square No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

□ Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature:	
Title of Signatory:	This or lap here to enter text.
Date:	Cick or tab here to enter text.

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin,

ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to <u>Subchapter 10</u> of the <u>Administrative Code (NJAC 17:27)</u>.

Signature	of Procure	ement Agent

D. C. 271 Political Contribution Disclosure Form

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html).

- The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.ni.us/dca/divisions/dlgs/programs/pay 2 play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - The form may be used "as-is", subject to edits as described herein.
 - e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity
 or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity."

 [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ <u>N.J.S.A.</u> 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Ven	dor Information			
Vendor Nar	ne: Insert v	ondor name reza		
Address:	Insert street a	Ensert street address here.		
City:	insert City Here	State:State	Zip: Zip Code	
compliance form.	with the provisions of	N.J.S.A. 19:44A-20.26 and as represe	ented by the Instructions accompanying this	
		Insercii uil Name	lasget Julia	

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Contributor Name	Recipient Name	Date	Dollar Amount	
			\$	
		-		

Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Required Pursuant To N.J.S.A. 19:44A-20.26

_		
Page	ot	

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
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Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

Check here if the information is continued on subsequent page(s)

	_	ils Required for Political Ci	
<u>N.J.S.A.</u>	19:44A-20.26		
County			
State: G	overnor, and Legislative Lead	dership Committees	
_	ve District #s:		
State Se	nator and two members of t	the General Assembly per	district.
County:			
	Freeholders	County Clerk	Sheriff
	{County Executive}	Surrogate	
Municip	alities (Mayor and members	s of governing body, regard	dless of title):
	SHOULD CREATE THEIR OV CUSTOMIZABLE FORM.	VN FORM, OR DOWNLO	AD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-
E. <u>Sto</u>	ckholder Disclosure Certif	ication_	
	f Business:		
	I certify that the list below issued and outstanding stoo	ck of the undersigned.	ome addresses of all stockholders holding 10% or more of
		OR	
	I certify that no one stockh	older owns 10% or more o	of the issued and outstanding stock of the undersigned.
Check tl	he box that represents the t	type of business organizat	ion:
	Partnership		
	Corporation		
	Sole Proprietorship		
	Limited Partnership		
	Limited Liability Corporatio	n	
	Limited Liability Partnership	р	
	Subchapter S Corporation		
Sign and	d notarize the form below, a	and, if necessary, complet	e the stockholder list below.
Stockho	lders:		
Name: S	Stockholder Name		Name: Stockholder Name
Home A	.ddress:		Home Address:
Home A			Home Address
Name: (Stockholder Name		Name: Stockholder Name

Home Address	Home Address Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address	Home Address Home Address
Subscribed and sworn before me this day of, 2	(Affiant)
(Notary Public)	(Print name & title of affiant)
My Commission expires:	(Corporate Seal)

PROPOSAL FORM 17: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

	one of the following responses to the General Terms and Conditions in this solicitation, including the Agreement:
\boxtimes	We take no exceptions/deviations to the general terms and conditions
(Note:	f none are listed below, it is understood that no exceptions/deviations are taken.)
that yo	We take the following exceptions/deviations to the general terms and conditions. All ons/deviations must be clearly explained. Reference the corresponding general terms and conditions u are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions general terms and conditions. Provide details on your exceptions/deviations below:

Click or tap here to enter text.

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

⊠ Agreem	Bidder agrees to all terms and conditions outlined in the Attachment A - Sample Administration nent .
	Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM

Mammoth Sports Construction, LLC

Company Name

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Address	601 E Wyandotte St.		
City/State/Zip	Meriden, KS 66512		
Phone Number	785-400-6136		
Email Address	jake@mammothbuilt.com		
Printed Name	Jacob Farrant		
Job Title	CEO		
Authorized Signature	Mut		
Initial Term of the Mas	ter Agreement		
Contract Effective Date:	January 1, 2023		<u> </u>
Contract Expiration Date	e: December 31, 2026		
Contract Number:			
	(Note : Contract Numb countersigning.)	er will be ap	oplied prior to CCOG and Equalis Group
The Cooperative Counci 6001 Cochran Road, Suit Cleveland, Ohio 44139		5550 Gr	Group, LLC. anite Parkway, Suite 298 exas 75024
Ву:		Ву:	
Name: Scott A. Morga	n	Name:	Eric Merkle
As: CCOG Board Pr	esident	As:	SVP, Procurement & Operations
Date:		Date:	<u>.</u>

AUDITED FINANCIALS

MAMMOTH SPORTS CONSTRUCTION, LLC AND AFFILIATES

FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2021



MAMMOTH SPORTS CONSTRUCTION

TABLE OF CONTENTS

	<u>Page</u>
Independent Auditor's Report	1
Financial Statements:	
Consolidated Balance Sheet	4
Consolidated Statement of Income	5
Consolidated Statements of Stockholder's Equity	6
Consolidated Statement of Cash Flows	7
Notes to Financial Statements	8
Supplemental Information:	
Consolidating 2021 Statements	23-26



INDEPENDENT AUDITOR'S REPORT

To the Board of Directors Mammoth Sports Construction Topeka, Kansas

Opinion

We have audited the accompanying financial statements of Mammoth Sports Construction, LLC and affiliates, (a Kansas corporation), which comprise the consolidated balance sheet as of December 31, 2021, and the related consolidated statement of income, retained earnings, and cash flow for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Mammoth Sports Construction, LLC and affiliates 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. 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 Mammoth Sports Construction, LLC and affiliate 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.

Responsibility 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, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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



Auditor's Responsibility 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 generally accepted auditing standards 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, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable use based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, 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 Mammoth Sports Construction, LLC and affiliate'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 Mammoth Sports Construction, LLC and affiliate'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.



Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary schedules on pages 23 through 26 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Cummins, Coffman & Schmidtlein, CPA's, P.A.

Cumies, Offine + Schmitting, CRAS, P.A.

Topeka, Kansas July 7, 2022

MAMMOTH SPORTS CONSTRUCTION, LLC AND AFFILIATES CONSOLIDATED BALANCE SHEET For the Year Ended December 31, 2021

<u>Assets</u>

Current assets:		
Cash and cash equivalents	\$	549,583
Accounts and contracts receivable		15,220,216
Inventory		551,349
Prepaid expenses		1,891,969
Total current assets		18,213,117
Property and equipment, net		18,419,317
Other assets:		
Investments		418,712
Related party receivables		703,518
Goodwill		3,980,389
Total other assets		5,102,619
	•	
Total assets	\$	41,735,053

MAMMOTH SPORTS CONSTRUCTION, LLC AND AFFILIATES CONSOLIDATED BALANCE SHEET (continued) For the Year Ended December 31, 2021

Liabilities and Stockholder's Equity

Current liabilities:		
Accounts and contracts payable	\$	6,233,240
Credit cards payable		400,769
Accrued payroll		10,831
Line of credit		8,985,827
Related party payable		-
Note payable – current portion		2,418,767
Capital leases - current portion		3,552,811
Total current liabilities		21,602,245
Long-term liabilities:		
Note payable, net of current maturities		8,044,567
Capital leases, net of current maturities		3,688,305
Total long-term liabilities	•	11,732,872
Total liabilities	,	33,335,117
Stockholder's equity		
Stockholder's equity		8,399,936
Total stockholder's equity		8,399,936
Total liabilities and stockholder's equity	\$	41,735,053

MAMMOTH SPORTS CONSTRUCTION, LLC AND AFFILIATE CONSOLIDATED INCOME STATEMENT For the Year Ended December 31, 2021

Contract revenue Costs of contract work	\$ 55,205,816 32,451,866
Gross profit	22,753,950
General and administrative expenses	
Payroll expense	9,775,824
Insurance expense	943,692
Auto expense	20,502
Travel expense	1,280,110
Meals & entertainment	684
Supplies & materials	438,264
Repairs & maintenance	562 <i>,</i> 956
Equipment expense	622,808
Small tools & equipment	40,126
Airplane operating expense	265,019
Office expense	148,810
Telephone	18,237
Donations & gifts	303,283
Office supplies	102,175
Rent expense	133,127
Utilities	79,439
Real estate taxes	32,433
Professional fees	1,301,966
Marketing expense	1,230,128
Depreciation expense	1,544,973
Miscellaneous	38,468
Total expenses	18,883,024
Operating income (expense)	3,870,926
Other income (expense)	
Miscellaneous income	1,476,337
Loss on sale of assets	(4,312)
Interest and investment expense	(1,151,461)
Miscellaneous expense	(250,144)
Total other income (expense)	70,420
Net income	\$ 3,941,346

MAMMOTH SPORTS CONSTRUCTION, LLC AND AFFILIATES STATEMENTS OF STOCKHOLDERS' EQUITY Year Ended December 31, 2021

	Common Stock	Retained Earnings
Balance at December 31, 2020	\$ -	\$ 4,458,590
Contributions	-	-
Distributions	-	-
Net income	_	3,941,346
Balance at December 31, 2021	\$ 	\$ 8,399,936

LEGAL OPINION LETTER



November 7, 2022

The Cooperative Council of Government On Behalf of Equalis Group 6001 Cochran Road, Suite 333 Cleveland, Ohio 44139

Re: Request For Proposal: COG-2138; Response to Section 1.2.3. — Status of Litigation for Mammoth Sports Construction, LLC.

To Whom It May Concern:

I serve as General Counsel and Chief Legal Officer for Mammoth Sports Construction, LLC ("Mammoth" and fka Kansas Turf, LLC). For the Request for Proposal referenced above, I am providing a response to Section 1.2.3., including a description & status of litigation in which Mammoth has been a party to during the past three (3) years.

- 1) Kansas Turf, LLC Statement of Mechanics Lien Sedgwick County, Kansas Case No. 2020 -SL-000272-ML: On April 3, 2020, Kansas Turf, LLC filed a Mechanics Lien against the Goddard Sports Complex, 221 N. Crowne Dr., Goddard, KS 67502 for unpaid amounts for materials/labor provided under a certain subcontract agreement between Kansas Turf, LLC and Rock Construction, Inc. The matter was fully resolved with a Release of Mechanics Lien filed with the Court on May 28, 2020.
- 2) Hatcher Consultants, Inc. v. Mammoth Sports Construction, LLC fka Kansas Turf LLC Jefferson County, Kansas Case No. 2021-LM-000031: A limited actions petition (KSA Chapter 61) was filed against Mammoth on February 10, 2021, claiming amounts due for services rendered. Mammoth was unaware of the claim and was not provided written notice or demand prior to suit being filed. The matter was fully resolved with an Agreed Order of Dismissal With Prejudice being entered by the Court on April 12, 2021.

In my capacity as General Counsel and Chief Legal Officer, I am not aware of any other lawsuits filed against Mammoth in the three (3) years preceding the date of this letter. Additionally, I am not aware of any lawsuits filed by Mammoth to assert any claims against other parties during this same period.

If you have any questions or concerns regarding this response, or if additional information is requested, please do not hesitate to contact me. I can be reached at (785) 400-6136 or <a href="mailto:





Sincerely,

Matthew Bergmann

General Counsel/Chief Legal Officer Mammoth Sports Construction, LLC



MANUFACTURER'S WARRANTY



Manufacturer's Limited Warranty

FieldTurf warrants that if FieldTurf (product code) (Product) for multi-sport use synthetic turf proves to be defective in material or installation workmanship, therefore resulting in premature wear, during normal and ordinary use of the Product for the sporting activities provided herein or for any other uses for which FieldTurf has provided its written authorization, within eight (8) years from the date of completion of installation as indicated in this Warranty, FieldTurf shall either repair or replace the affected area of the Product in accordance with the terms of this Warranty. FieldTurf's sole liability under this Warranty shall be limited to either repair or replacement of the affected area of the Product, at its sole discretion, and FieldTurf shall have no other obligations or liabilities with respect to defects of the Product. FieldTurf will, at FieldTurf's option, either repair or replace the affected area to the extent required to meet the Warranty period, but no cash refunds will be made. This Warranty shall commence upon the date of completion indicated in this Warranty. The accompanying Warranty service will not come into effect unless and until FieldTurf's Certificate of Completion is sent for validation to the corporate office of FieldTurf indicated herein within thirty (30) days of the date of completion or Purchaser's first use, whichever occurs first. In all cases, the Warranty shall be deemed to commence upon the date of completion indicated in this Warranty. This Warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available under this Warranty; all other remedies or recourses which might otherwise be available are hereby waived by the Purchaser. FieldTurf will have no other obligations or liability for damages arising out of or in connection with the use or performance of the Product, including, but without limitation, damages for personal injury and/or economic losses. This Warranty shall not come into effect, and FieldTurf shall have no obligations under this Warranty, unless and until FieldTurf is paid in full for the Product to be warranted hereunder. As concerns the designated high-traffic areas, which include but are not limited to: Home Plate, Pitcher's Mound, Base areas and paths; and all synthetic turf installed anywhere on the infield, the foregoing Warranty applies except that the applicable Warranty period shall be limited to a two (2) year Manufacturer's Warranty.

Field Markings: Baseball

Other Exclusions

EXCEPT AS EXPRESSLY SET FORTH IN THE MANUFACTURER'S LIMITED WARRANTY ABOVE, FIELDTURF DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY SHALL BECOME NULL AND VOID IF THE PURCHASER FAILS TO MAINTAIN THE FIELD IN ACCORDANCE WITH THE FIELDTURF MAINTENANCE GUIDELINES AND SCHEDULE PROVIDED BY FIELDTURF THEREIN. ALL MAINTENANCE SHALL BE PERFORMED BY FIELDTURF-TRAINED AND/OR FIELDTURF-AUTHORIZED MAINTENANCE PERSONNEL ONLY.

Furthermore, this Manufacturer's Limited Warranty does not cover:

- 1. Any damage resulting, directly or indirectly, from force majeure, accident, misuse, intentional and unintentional abuse, infill displacement, neglect; or from usage, unintentional or otherwise, that cannot reasonably be considered as normal play or ordinary use of the Product. For purposes of this Warranty, normal play and ordinary use shall mean usage up to 3,000 hours per year of regular play and utilization for the sporting activities provided herein; normal play and ordinary use also includes a reasonable number of users or participants, but does not include repetitive marching, repetitive training or high-intensity drills on the same part of the field, especially in the areas of, but not limited to, home plate, pitcher's mound, base areas, base paths all of which require frequent maintenance in accordance with FieldTurf Maintenance Guidelines and may require regular replacement.
- 2. Damage resulting from failure to maintain the Product in accordance with FieldTurf's Maintenance Guidelines provided to the Purchaser, including without limitation, the baseball specific maintenance and use instructions. Given the nature of baseball, this warranty shall be conditional upon the Purchaser carrying out regular baseball specific field maintenance as specified in FieldTurf's applicable maintenance manuals/guidelines and maintaining written logs showing same. The Purchaser understands the particular





Manufacturer's Limited Warranty

baseball requirement for frequent in-fill replenishment and maintenance on bases, base paths and anywhere else in-fill is naturally displaced.

- 3. Damage resulting from repair, attempted repair and/or maintenance by anyone other than FieldTurf, an authorized FieldTurf distributor or an authorized FieldTurf maintainer.
- 4. Damage due to causes which include, but are not limited to, the application of chemicals and/or cleaning agents, adhesive backing, dirt, traffic, negligence, vandalism, fire, flood, windstorm, animals, improper care and Acts of God.
- 5. Failure and/or improper design of the base; depression of the soil, subsurface or other matter upon which the base or Product rests; and any and all resulting damage to the Product arising therefrom.
- FieldTurf does not warrant the percolation rate, long term planarity and/or compaction of the base which the
 product is installed. FIELDTURF DISCLAIMS ALL WARRANTIES AS TO THE BASE, EXPRESS OR
 IMPLIED, AND ANY AND ALL RESULTING DAMAGE TO THE PRODUCT ARISING THEREFROM.
- 7. Damage resulting from the use of improper footwear such as long-spiked track shoes, regular and repeated use of steel cleats, and flat-soled shoes. Standard molded soccer or football cleats are recommended.

All synthetic turf is subject to normal wear and tear, which does not constitute a manufacturing defect and is not covered by this Warranty. In addition to the other factors listed in this Warranty and without limitation, the extent of the wear and tear depends on the construction of synthetic turf (fiber face weight, stitch rate, fiber pile height and gauge, infill components and maintenance of the field) and the intensity of use of the synthetic turf. The Product will be stable to light fading with the maximum fading of the Product during the Warranty period not to exceed fifteen percent (15%) of color loss annually based upon an acceptable grey scale. This Warranty does not cover slight variations or gradations of color within the Product and/or face distortion. Normal behavior of the fiber and infill with respect to the wear pattern of a field is more fully explained in the "Field Settling" document, provided in the FieldTurf After-Sales Service Package.

FieldTurf disclaims all liability for incidental and consequential damages for breach of any express or implied warranty, including any implied warranty of merchantability, with respect to the Product. In the event that the Product be used for purposes other than the sporting activities provided herein or for any other uses for which FieldTurf has provided its written authorization, FieldTurf shall not be responsible for damages resulting therefrom and, therefore, this Warranty, as well as any and all applicable legal warranties, shall become **null and void** as Purchaser understands that FieldTurf has tested the Product for use in connection with the said sporting activities and/or uses, and that it may not have tested the Product for other such uses. Any Product repairs or replacements performed under the terms of this Warranty shall not extend the term of this Warranty.

Name of Purchaser:

Date of Completion:

Location: Address: State:

Tel: Signature: Date: Sporting Activities:

Multi-Sport Use

FieldTurf USA, Inc.

Installed by: City:

Zip: Fax/email:

Name : Reference:

Disclaimer. The information in this document is subject to change without notice and should not be construed as a commitment by FieldTurf USA, Inc. FieldTurf assumes no responsibility for any errors that may appear in this document.

LETTER OF BONDABILITY



October 28, 2022

Letter of Bondability for

Mammoth Sports Construction, LLC F.K.A. Kansas Turf, LLC

To Whom It May Concern:

This letter confirms the bondability and serves as a letter of recommendation for Mammoth Sports Construction, LLC F.K.A. Kansas Turf, LLC, a client we have the pleasure of providing bonding.

Mammoth Sports Construction, LLC F.K.A. Kansas Turf, LLC, has demonstrated an excellent track record for satisfied customers, timely and complete projects and quality craftsmanship all with no losses or claims. It is our distinct pleasure to represent their company's bonding needs.

After a complete and careful review of their file we are pleased to confirm the following bonding range of Surety credit with us:

1) A single, per project limit up to the \$12,000,000.00 range.

2) An Aggregate (maximum work on hand) limit up to the \$20,000,000.00 range.

All bonded projects are subject to underwriting and approval. Argonaut Insurance Company is an A.M. Best A-XIV Treasury Listed Illinois Insurance Carrier and California Admitted Surety.

It has been a pleasure dealing with Mammoth Sports Construction, LLC F.K.A. Kansas Turf, LLC, thus far and we look forward to representing their bonding needs for the future.

Sincerely,

Elizabeth Santos

Attorney-In-Fact

Argonaut Insurance Company PO Box 469011 San Autonio, TX 78246

Argonaut Insurance Company Deliveries Only: 225 W. Washington, 24th Floor

Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia, Matthew Dionisio, Christopher Coronel

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and scaled under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED. That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company

STATE OF TEXAS COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

Board of Directors of said Company, referred to in the preceding instrument is now in force.

NOTARY PUBLIC STATE OF TEXAS MY COMM. CXP. 07/15/25 NOTARY ID 557802-8

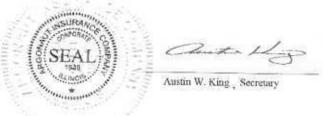
Kathun M. Muss

Gary E. Grose President

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 28th day of October . 2022



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	tificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.
State of California County of Los Angeles	}
On 0CT 28 2022 before me,	Lucas Patterson, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	Elizabeth Santos
*	Name(s) of Signer(s)
subscribed to the within instrument and ackr	tory evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s), acted, executed the instrument, I certify under PENALTY OF PERJURY under the laws
	of the State of California that the foregoing paragraph is true and correct.
LUCAS PATTERSON Notary Public - California Los Angeles County Commission # 2352264	WITNESS my hand and official seal. Signature
Though this section is optional, completing	OPTIONAL this information can deter alteration of the document or
	this form to an unintended document.
Description of Attached Document	
Title or Time of Decuments	Document Plate:
Title or Type of Document: Number of Pages: Signer(s) Other	Document Date:
Number of Pages: Signer(s) Other	Than Named Above:
Number of Pages: Signer(s) Other Capacity(ies) Claimed by Signer(s)	Than Named Above:
Number of Pages: Signer(s) Other Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s):	Than Named Above: Signer's Name: □ Corporate Officer — Title(s):
Number of Pages: Signer(s) Other Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — _ Limited _ General	Than Named Above: Signer's Name: □ Corporate Officer — Title(s): □ Partner — □ Limited □ General
Number of Pages: Signer(s) Other Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact	Than Named Above: Signer's Name: □ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Individual □ Attorney in Fact
Number of Pages: Signer(s) Other Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — _ Limited _ General	Than Named Above: Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator
Number of Pages: Signer(s) Other Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact	Than Named Above: Signer's Name: □ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Individual □ Attorney in Fact

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RESUMES OF KEY CONTACTS





BRYCE FARRANT

CHIEF OPERATING OFFICER

Senior executive tasked with optimizing operations and streamlining efficiencies among 10+ divisions. Provides directon on SOP, from job sites to marketing, and brings a unique blend of construction prowess and creative wit to the team. Oversees all creative departments and maketing collateral produced.

PROFESSIONAL EXPERIENCE:

MAMMOTH SPORTS CONSTRUCTION (MERIDEN, KS) CHIEF OPERATING OFFICER | 2008-PRESENT

Dynamic leader providing direction, support, and strategic problem solving on hundreds of construction projects and eight different start-ups. Practical, yet innovative, having worked almost every role in the company, including IT, HR, marketing, field crew, and child care chef.

Played a direct role in building the Mammoth enterprise that generated more than \$55 million in revenue in 2021. Managed every aspect of the rapid growth that resulted in Inc Magazine rank of 692 of the 5,000 fastest growing companies in the U.S.

Experience includes building the company from the ground up including company policies, construction management, and development of strategic partnerships. Well-rounded and relational; skilled at identifying optimizations that put people first.

- ► Sanford Health Outdoor Athletic Complex in Sioux Falls, SD Led design-build process for largest active turf project in the U.S. 18 new fields on 173-acres of outdoor sports complex totaling 1.7 million sf of synthetic turf sports fields.
- ► K-State University Athletics in Manhattan, KS Partnered with university for improvements to Tointon Family Baseball Stadium, Bill Snyder Family Stadium, and football practice facility.
- Ottawa University Athletics in Ottawa, KS Envisioned and executed a full design build of baseball field, softball field, multi-purpose field, and Athletic Performance Center interior.
- ▶ USD 435 in Abilene, KS Led team that completed a full football stadium design build, including new track, locker rooms, and a two-story concession and restroom structure with shade.

YEARS OF EXPERIENCE:

15+ Years

AREAS OF EXPERTISE:

- ► Construction Management
- Operations Management
- ► Strategic Partnerships
- ► Information Technology
- Traditional & Digital Media/ Marketing

EDUCATION:

B.S. Information Technology Lindenwood University

MAMMOTH PARTNERSHIPS:

- Trusted by major sports conferences and organizations, including the Big 12, SEC, Big 10, MLB and NFL
- ► Official Design-Build Partner of the National Association of Intercollegiate Athletics (NAIA)
- ► Exclusive Design-Build Partner of CEI Engineering in the State of Texas
- Premier FieldTurf Installer for 6+ states in the midwest; ongoing partnership for 4+ years.
- Strategic Partner of Homefield Development Kansas City
- Supporter of Coaches vs. Cancer





MATTHEW BERGMANN

GENERAL COUNSEL / CHIEF LEGAL OFFICER

Matt serves as General Counsel and Chief Legal Officer, providing guidance and oversight of all legal matters concerning Mammoth, while acting as the Company's legal representative. Matt advises on new laws, existing laws and legal rights that would impact functionality of the Company, as well as crafting and reviewing legal strategy for growth and in response to any litigation.

PROFESSIONAL EXPERIENCE:

MAMMOTH SPORTS CONSTRUCTION (MERIDEN, KS) GENERAL COUNSEL / CHIEF LEGAL OFFICER | 2022 - PRESENT

KANSAS BAR ASSOCIATION (KANSAS) MEMBER | 2005

► Admitted to practice law in Kansas in 2005, at both the state and federal levels.

FRIEDEN & FORBES, LLP (TOPEKA, KS) PARTNER | 2010 - 2022

- ► Legal practice focused in the areas of administrative, business/corporate, education, gaming, governmental relations, real estate and workers compensation matters.
- ► Frequently litigated cases before administrative and district courts in Kansas, as well as the Kansas Workers' Compensation Appeals Board and the Kansas Court of Appeals.
- ► Focused heavily on examining and analyzing specific client needs and negotiating favorable resolutions on behalf of clients.

HONORS & DISTINGUISHED ROLES 2008 - PRESENT

- ► Selected to the Super Lawyers Rising Star List for Kansas while in private practice (2014-2021)
- ► Honored as "Man of the Year" for distinguished service in projects for civic improvement by the Topeka 20/30 Club (2017)
- ► Honored as one of top "20 Under 40" young professionals in Topeka, KS (2012)
- ► Named to the Topeka Bar Association's "Outstanding Young Lawyer" (2008)
- ► Serves on Foundation Board of Directors for TARC, Inc.

YEARS OF EXPERIENCE:

17+ Years

AREAS OF EXPERTISE:

- ► Corporate/Business
- Mergers/Acquisitions
- ► Real Estate/Development
- ► Governmental Relations

EDUCATION:

Preparatory education took place at Washburn University in Topeka, Kansas, graduated, *magna cum laude*, in 2001.

Received juris doctorate from the Washburn University School of Law in 2005.

During his preparatory and legal education studied internationally, participating in coursework at Orebro University in Orebro, Sweden, as well as King's College in London, England.

CONTACT:

E: matthew.bergmann@mammothbuilt.com C: 785.554.4280





ERICA SCHILLING

VICE PRESIDENT OF BUSINESS DEVELOPMENT

Erica has spent nearly ten years in college athletics throughout her career with stops at the Texas A&M – Commerce, University of South Dakota, Kansas State University, and Baylor University. Her goal is to help utilize her experiences with projects to bring new excitement to campus, the student-athlete experience, and your staff and community.

PROFESSIONAL EXPERIENCE:

MAMMOTH SPORTS CONSTRUCTION (MERIDEN, KS)

VICE PRESIDENT OF BUSINESS DEVELOPMENT | 2021 - PRESENT

TEXAS A&M - COMMERCE (COMMERCE, TX) SENIOR ASSOCIATE ATHLETICS DIRECTOR - CHAMPIONSHIP RESOURCES | 2021

- ► Led the External Relations team including Corporate Sponsorship Sales, Capital Gifts/Fundraising, Resource Development (Foundation/Fundraising/Annual Fund, Ticket Operations, Ticket Sales), Marketing & Fan Engagement, and Communications & Creative Services (Athletic Communications/Media Relations/Social Media).
- ► Strategic Planning, Strategic Initiatives, Unit Goals and Audits implemented for External Relations.
- ► Responsible for operational oversight for External Relations and Revenue Generation, and provide team vision for Business Operations, Facilities, Event Management, Compliance and Human Resource processes

BAYLOR UNIVERSITY (WACO, TX) ATHLETICS CHIEF OF STAFF | 2018-2020

- ► Member of senior administration, leading strategic planning and assisting in decision making for Baylor Athletics
- Served as an executive liaison with department staff, campus groups, Board of Regents, and athletics donors
- ► Support in the oversight of a NCAA Division I intercollegiate department comprising of 19 sport programs, 530 student athletes, 220 employees and 400 student workers.

KANSAS STATE UNIVERSITY (MANHATTAN, KS) ASSOCIATE DIRECTOR OF DEVELOPMENT | 2017-2018

► Identified and fostered prospects for gifts toward the Ahearn Fund and K-State Athletics; Led major gift efforts within the annual fund to increase total to \$18.1 million

YEARS OF EXPERIENCE:

10+ Years

AREAS OF EXPERTISE:

- ▶ Fundraising
- ▶ Donor Relations and Stewardship
- ► Donor Engagement
- ► Events & Fundraising with events
- Corporate Partnership opportunities
- ► Facility details and needs

EDUCATION:

Master of Business Administration Grand Canyon University

Bachelor of Science in Business Administration University of South Dakota

CONTACT:

E: Erica.Schilling@mammothbuilt.com C: 605.403.5345





CHARLIE OCHS

VICE PRESIDENT OF PRECONSTRUCTION

Charlie Ochs leads our Pre-Construction division and has unmatched experience collaborating, problem solving and fostering relationships with owners, corporations, communities, architects, engineers and sub-contractors. He is passionate about delivering every partner with the best.

PROJECT HIGHLIGHTS

EDUCATION CLIENTS (K-12 & MUNICIPALITY)

- ► Abilene USD 435 (Abilene, KS) Director of Precon Football Stadium - Field, Amenities & New Building
- ► City of Manhattan (Manhattan, KS)

 Manhattan Rec Center at Eisenhower & Anthony Senior

 Precon Mgr
- ► Derby Public Schools School Bond (Derby, KS)
 - (1) Panther Stadium Senior Precon Mgr
 - (2) Derby High School Senior Precon Mgr
- (3) 16 other misc. projects Senior Precon Mgr
- ► Emporia Public Schools (Emporia, KS)
 - (1) Walnut Elem Addition & Renovation Senior Precon Mgr
 - (2) Logan Ave. Elem Addition & Renovation Senior Precon Mgr
- (3) Emporia HS Addition & Renovation Senior Precon Mgr
- ► Salina Public Schools (Salina, KS)
- (1) Salina Stadium Renovation Project Estimator
- (2) Salina South & Central High School Project Estimator

EDUCATIONAL CLIENTS (COLLEGIATE)

- ► Kansas State University (Manhattan, KS)
 - (1) Fields and Facilities Improvements Director of Precon
 - (2) McCain Auditorium Expansion Senior Precon Manager
 - (3) Multicultural Center Senior Precon Manager
- ► Ottawa University Athletics (Ottawa, KS) Director of Precon New Braves Athletic Performance Center
- ➤ William Jewell College (Liberty, MO) Director of Precon Outdoor Facilities Improvements (4 Fields)
- ▶ University of Kansas (Lawrence, KS)
 - (1) Softball Field Replacement VP of Precon
- (2) Corbin Hall Renovation Project Estimator
- Navarro College (Navarro, TX) Director of Precon
 Multi-purpose Fields, Athletic Improvements & Masterplanning

YEARS OF EXPERIENCE:

15+ Years

CERTIFICATIONS

AIC Certified
STSC Certified
OSHA 30-Hour Certified
LEED Accredited Professional

EDUCATION:

Bachelor of Construction Science & Mgmt Kansas State University

CONTACT:

E: Charlie@mammothbuilt.com C: 785.675.1333





KIP KRAISINGER

VICE PRESIDENT OF CREATIVE

Kip delivers big ideas grounded in strategy. He builds brands, promotes the voice of fans, and helps companies earn revenue through branding and design. When he is not in the office, he is outside. Kip is an avid outdoorsman who enjoys fly fishing and hunting. He finds great inspiration for his work through nature.

PROFESSIONAL EXPERIENCE:

MAMMOTH CREATIVE CO. (MERIDEN, KS) VICE PRESIDENT OF CREATIVE | AUG 2021 - PRESENT

BAJILLION AGENCY (TOPEKA, KS)
DIRECTOR OF CREATIVE | AUG 2015 - AUG 2021

KANSAS DEPARTMENT OF LABOR (TOPEKA, KS) UI/UX DESIGNER | MAY 2014 - AUG 2015

TRASH MOUNTAIN PROJECT
GRAPHIC DESIGNER | SEP 2013 - MAY 2014

FELLOWSHIP BIBLE CHURCH CREATIVE DIRECTOR / GRAPHIC DESIGNER | OCT 2010 - MAY 2014

PT'S COFFEE ROASTING CO.
BRAND MANAGER / GRAPHIC DESIGNER | APR 2011 - MAY 2012

CORR-JENSEN LABS INC.
VP, MEDIA & DESIGN | DEC 2007 - JULY 2009

YEARS OF EXPERIENCE:

15+ Years

AREAS OF EXPERTISE:

- ▶ Branding
- ► Sports Marketing
- ▶ Brand Activation

EDUCATION:

Bachelor of Arts in Mass Media Washburn University, 2005

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