MASTER AGREEMENT

Master Agreement # RFP AFI-2026122

Effective Date: June 30, 2026

This Master Agreement ("Agreement") is entered into by and between **Nouveau Construction**, with a business address of **118 Lynn Ave., Suite 300, Lewisville, TX 750057** ("Supplier"), and the Alliance for Innovation (AFI), a non-profit corporation with offices at PO Box 1645, Keller, TX 76244 ("AFI"). Edge Public, a cooperative purchasing organization, is designated as the Group Purchasing Organization (GPO) of record under this Agreement.

1. Purpose and Scope

This national cooperative procurement agreement enables AFI members and other eligible public agencies to procure Job Order Contracting (JOC) — Construction, Renovation, and Facilities Services from Supplier through competitively solicited pricing and terms established by the originating Request for Proposal (RFP # AFI-2026122), issued by AFI as lead agency.

The Supplier acknowledges that this Agreement is awarded under a cooperative purchasing model, with Edge Public serving as the administrative and facilitative body. All participating agencies executing purchases under this Agreement are referred to as "Participating Entities."

This Agreement ***does not constitute a purchase order or binding commitment*** by AFI or any Participating Entity. Each purchase made pursuant to this Agreement may be subject to a separate agreement between the Supplier and the purchasing entity.

2. Term of Agreement

This Agreement shall be effective for **five (5) years**, through **June 30, 2031**, with an **option for one (1) two-year renewal**, contingent upon:

- A formal written renewal request from the Supplier.
- Mutual written consent by AFI and Edge Public.
- At least six (6) months' advance notice prior to expiration.

3. Pricing and Discounts

Supplier agrees to provide the pricing outlined in its proposal, which shall include:

- Core and non-core service pricing.
- Percent discounts from published catalog or standard rates.

- Special project pricing and volume-based incentives.

Any upward adjustment to an Awarded Supplier's coefficient(s) must be submitted in writing no less than 60 days in advance and is subject to review and written approval by AFI and Edge Public before taking effect. Downward adjustments may be made at any time without prior approval. Member Specific Agreements (MSAs) may be used to establish enhanced pricing at the Supplier's and Entity's discretion.

3a. Required Use of eConverge™ Estimating Platform

All Task Order pricing and project estimates developed under this Agreement must be prepared using the **eConverge™** cloud-based JOC estimating and program management platform (www.econverge.com). The eConverge™ platform integrates TruPriceData™ powered by BNi® construction cost data to provide transparent, auditable, line-item project pricing.

Supplier agrees and acknowledges the following requirements regarding eConverge™:

- Supplier must maintain an active eConverge™ subscription for the full duration of this Agreement, including any renewal period.
- All Task Order estimates, including any Non Pre-Priced Cost Items, must be documented and submitted through the eConverge™ platform prior to authorization of any work.
- Use of any alternative estimating platform, pricing tool, or methodology in place of eConverge™ is prohibited unless expressly authorized by AFI in writing.
- Any exception to the use of eConverge™ must be mutually agreed upon in writing by both AFI and the Supplier prior to use of an alternative platform or pricing model.

Failure to maintain an active eConverge™ subscription or to submit Task Order pricing through the platform shall constitute a material breach of this Agreement.

4. Use of Agreement by Participating Entities

This Agreement is made available to all public agencies across the United States that meet the eligibility criteria set forth by Edge Public. Use of this Agreement by such agencies is voluntary. Participating Entities shall issue their own purchase orders or contract documents referencing this Agreement, and Supplier shall transact directly with each agency.

Participating Entities agree to comply with their own procurement rules when purchasing through this Agreement.

5. Terms and Conditions

Unless otherwise agreed under a Participating Entity's MSA accepted and/or signed by Supplier and such Participating Entity, and the applicable law within the state of the Participating Entity's purchase transaction, the terms and conditions of the original RFP and Supplier's response (as incorporated by reference) shall govern all transactions under this Agreement.

In the event of a conflict between a Participating Entity's order or MSA and this Agreement, the following order of precedence will apply:

1. Participating Entity's order or MSA
2. The section of the Agreement entitled "Special Terms"
3. The Agreement (excluding Special Terms)
4. The RFP
5. The Supplier's response to the RFP

6. Edge Public Administrative Role

Edge Public shall act as the GPO of record and shall:

- Collect and report usage data to Lead Agency and participating entity.
- Facilitate communication and marketing efforts.
- Receive a cooperative administrative fee from Supplier, the details of which are addressed in a separate Supplier Agreement between Edge Public and the Supplier.

Supplier agrees to report quarterly sales made under this Agreement to Edge Public and remit any agreed fees accordingly.

7. Legal Compliance

Supplier certifies compliance with all applicable federal, state, and local laws, including but not limited to (to the extent applicable):

- EDGAR (Education Department General Administrative Regulations)
- 2 CFR 200 for federal funds
- Non-discrimination and equal opportunity laws

FOIA or public record requests shall be managed in accordance with applicable state law, and no confidential or proprietary information shall be disclosed without prior written consent unless required by law.

8. Special Terms

To the fullest extent permitted by applicable law within the state of the Participating Entity's purchase transaction, the parties agree as follows:

(a) Neither Party will be liable to the other for loss of profits or for any special, indirect, incidental, consequential or exemplary damages (including without limitation, damages for loss of business profits, loss of goodwill, business interruption, loss of business information and/or data) in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages. The total cumulative liability of Supplier to AFI or any Participating Entity for any and all claims and damages, whether arising by statute, contract, tort or otherwise, will not exceed the Services fees paid by such Participating Entity to Supplier under the applicable Participating Entity order for the Services which form the subject of the claim during the twelve (12) month period immediately preceding the event giving rise to the claim. Notwithstanding the foregoing, the limitations set forth in this Section 8(a) shall not apply to (i) Supplier's indemnification obligations under this Agreement, (ii) liability arising from Supplier's willful misconduct or gross negligence, or (iii) Supplier's breach of any confidentiality obligations.

(b) THE WARRANTIES STATED IN THE SUPPLIER'S RESPONSE TO THE RFP ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SUPPLIER. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPPLIER DOES NOT PROVIDE LEGAL ADVICE, AND NO SERVICES OR MATERIALS PROVIDED BY SUPPLIER SHALL BE CONSIDERED TO BE LEGAL ADVICE. SUPPLIER IS NOT RESPONSIBLE FOR ANY CLAIM OR ALLEGATION A THIRD PARTY MAY MAKE REGARDING AFI'S OR ANY PARTICIPATING ENTITY'S WEBSITE, APPLICATIONS OR OTHER TECHNOLOGY, EXCEPT TO THE EXTENT SUCH CLAIM ARISES FROM SUPPLIER'S FAILURE TO PERFORM THE SERVICES IN ACCORDANCE WITH THIS AGREEMENT OR THE APPLICABLE PARTICIPATING ENTITY ORDER. FOR LEGAL CONCLUSIONS OR ADVICE, SUPPLIER RECOMMENDS AFI AND EACH PARTICIPATING ENTITY SEEK ADVICE FROM QUALIFIED LEGAL COUNSEL.

(c) Either Party may terminate the Participating Entity contract immediately in the event of a material breach of such agreement by the other Party that is not cured within thirty (30) days of written notice from the non-breaching party or in accordance with the Participating Entity's State Law.

(d) Supplier's obligations to defend and indemnify for any intellectual property infringement claims do not cover third party claims to the extent such claims arise from: (i) any products, services, technology, materials or data not created or provided by Supplier, (ii) any modifications made to such products, services, technology, materials or data after delivery by Supplier, or (iii) any combination with other products, processes or materials not provided by Supplier (where the alleged damages, costs or expenses arise from or relate to such combination). In addition, the indemnified party shall provide Supplier with prompt written notice of the claim and the right to control the defense and settlement of the claim; provided, however, that Supplier shall not settle any claim in a manner that imposes any liability, obligation, or restriction on the indemnified party without such party's prior written consent.

9. Entire Agreement

This Agreement, including the referenced RFP, Supplier's proposal, and all attachments (including pricing), comprises the entire understanding of the parties and supersedes any prior agreements or communications.

Modifications to this Agreement must be made in writing and signed by all parties.

10. Execution

This Agreement is executed by duly authorized representatives of each party. Electronic signatures shall have the same legal force as original signatures. Delivery of signed copies by email in PDF or equivalent format is acceptable and binding.

Alliance for Innovation (AFI)

By: Michael Wilkes
Michael Wilkes (Jun 23, 2026 21:19:06 CDT)
Name: Michael Wilkes
Title: President/CEO
Date: Jun 23, 2026

Nouveau Construction

By:
Name: Mile Koon Jr.
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Date: 6/16/26
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