

## EXHIBIT "C" - SCOPE OF WORK

### **Scope: 2.270 – Erosion Control**

**It is the responsibility of this Subcontractor to comply with any and all licensing requirements at the state or local level, if applicable.** Subcontractor shall furnish all permits (if applicable), labor, material, equipment and supervision necessary to perform all the work on the project to complete the work according to applicable codes and in strict compliance with (as applicable):

- a) All plan sets listed in Exhibit B inclusive but not limited to the following and including previous sets of drawings on or before the dates provided below.
- b) Geotechnical Report dated June 9, 2025 by Speedie and Associates, report No. 240185SB
- c) Architectural plan documents by Pvedi Engineering, Architecture and Geology, "Permit Set" dated set 6/20/2025.
- d) Civil plan documents by Rick Engineering, "Permit Set" set dated 6/27/2025
- e) Landscape plan documents by Artis "Permit Set" set dated 6/19/2025
- f) Interior design plan documents by Carnegis Group, dated 6/20/2025
- g) MEP Plan documents by NP Mechanical "Permit Set" dated 6/20/2025
- h) Structural plan documents by Landa and Associates "Permit Set" set dated 6/19/2025
- i) All specifications for the Project, which relate to the work mentioned above.

This subcontract shall include, but not necessarily be limited to, the items specifically set forth in this schedule and all work normally considered to be the responsibility of this subcontractor relating to or implied by the foregoing. Any statement to the contrary notwithstanding, the quantities and unit prices shown on the payment schedule attached as Exhibit D, are given solely for the purpose of determining the value of progress payments. The subcontract price is a "Lump Sum" and is inclusive for all work pursuant to the contract documents.

Subcontractor shall furnish all materials, equipment and labor for a complete installation as per plan documents and specifications for the Desert Sky Apartments to include all **SWPPP** and related items/specifications to confirm to all City, State and Federal Regulations.

*Nine (9) Apartment Buildings consisting of 288 units*

*One (1) Clubhouse/Amenity Building*

*Three (3) Detached Garages*

*Thirty-four (34) Carports*

*One (1) Swimming Pool/Pool Courtyard*

*Any other items, area, location or structure as specifically shown on construction plan documents.*

### **SWPPP Narrative Plan**

1. Subcontractor shall furnish and supply all labor, material, equipment and supervision necessary to complete a weekly site inspection Local/State/Federal, City of Phoenix, Maricopa County and or any other authority having jurisdiction requirements. Informal training shall be done as required.
2. Subcontractor shall furnish and supply all labor, material, equipment, weekly inspections and supervision for the erosion controls as shown on construction plan documents. This includes, but is not limited to the following:
  - a. All Silt Fence/Filter Sock as shown on plan documents.
  - b. All Curb/Inlet Protection **24 included**
  - c. (2) Construction Entrance (SCE)
  - d. All Concrete Wash Down Areas **2 included**
  - e. (1) SWPPP Plan/Narrative
  - f. (1) NOI Permit/Permit Assistance

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Subcontractor's Initials

- g. SWPPP Signage
  - h. Silt Sacks/Rock berms as shown on plans
  - i. Silt fence/Filter Sock removal upon request and completion. Removal not included in scope
  - j. Weekly Inspections throughout project as required.
3. The quantities as shown in the scope of work are to be as shown on plan documents. Quantities in plan documents supersede quantities on final proposal. Subcontractor is responsible for providing all SWPPP materials to meet the design intent of the drawings as well as requirements of authorities having jurisdiction. Quantities on drawings supersede quantities on the final contract proposal.
  4. Subcontractor shall furnish all labor, materials and equipment required to install two (2) stabilized construction entrance(s) /exit as shown on civil plan documents by Rick Engineering Consultants dated June 27<sup>th</sup>, 2025.
  5. Subcontractor shall furnish and install all Inlet Protection Barriers, Rock Berms, Geotextile Fabric and Silt Sacks as shown on construction plan documents. Material is to be geotextile fabric unless otherwise approved by Contractor.
  6. Subcontractor shall furnish all labor, equipment and material to install a complete perimeter control silt fence/Filter sock as shown on construction plan documents. Silt fence shall be reinforced fabric (RFB) unless otherwise approved by Contractor.
  7. This subcontract is inclusive of as many mobilizations as required throughout the project duration.
  8. SWPPP Binder shall be designed for jobsite use. This plan must remain on site at all times throughout the duration of the construction project. Submit SWPPP/NOI/CSN requirements to the relevant MS4. SWPPP signage requirements are included in this subcontract agreement and installed on the jobsite as required. Notice of Termination and MS4 notifications are required upon final stabilization.
  9. No material cost increases and or fuel surcharges will be accepted. This is considered to be a full turnkey subcontract unless changes are made to the plan documents and or requested by subcontractor outside of the plan documents.
  10. This subcontract agreement includes a \$15,000 allowance for misc. SWPPP item repairs. No work is to be done or invoices charged to this without written consent of NRP Project Management Team.
  11. SWPPP work as shown in construction plan documents are included in this Subcontract Agreement.

**GENERAL REQUIREMENTS:**

1. This Subcontract is not limited to the specific items mentioned within this Subcontract. This Subcontract is inclusive of all items necessary to complete the scope of work for this project in its entirety. All items required by the City, County, State or other governing agencies which pertain to this scope of work shall be considered to be included in this Subcontract.
2. Subcontractor shall furnish own forklift, boom lift, fuel, and nails to complete the project. Public streets shall be kept clean and free of mud and debris at all times. Any tracking of dust or mud onto streets by this Subcontractor will be this Subcontractor's responsibility to clean.

3. No change or deviation from plans and specification shall be made without written approval from Contractor. Any and all change orders shall be approved in writing by Project Manager or Vice President of Construction only. Superintendent does not have authority to approve change orders in the field. Any extra work outside of the original subcontract scope performed without a change order approved in writing prior shall be considered void and shall be at the expense of this Subcontractor.
4. Subcontractor shall place all trash in locations as directed by the job superintendent; dumpsters shall be provided by others and take extra care to ensure that all drive and parking areas are kept clear of all scope related debris and clean up as directed by job superintendent.
5. Subcontractor shall perform all of their work in a safe manner, complying with all OSHA regulations, and NRP's Safety Inspector requirements.
6. Subcontractor shall cooperate with other Subcontractors on this project. Subcontractor shall obtain the necessary details of other Subcontractor's work in order to ensure perfect fit and coordinate; any expense due to the failure of this Subcontractor to do so shall be paid in full by the Subcontractor.
7. The Subcontractor's foreman shall be proficient with the English language and shall be required to have a cellular telephone or other means of communication. Subcontractor's foreman is responsible for, but not limited to, inspecting the quality of its tradesman's work, scheduling work with Contractor's Superintendent, worker's safety, and inspecting areas prior to commencement of work and reporting, in writing, all deficiencies to Contractor's Project Superintendent. The Subcontractor is to coordinate with all other Subcontractors and or relevant public entities interfacing with or close to the Subcontractors work. This includes providing rough openings according to their needs and allowing time for others to perform required operations that interface with this scope of work, while maintaining a safe and clean working area at all times.
8. If necessary, the Subcontractor agrees to provide barricades, flagmen, other traffic control devices, etc. as may be necessary for the protection of his work, onsite safety and public safety during the operations of his work.
9. Subcontractor is responsible for cleaning up their work area on a daily basis. Failure to do so gives Contractor the right to hire day labor at this subcontractor's expense to clean up area as needed.
10. Subcontractor shall be responsible for the shipping, unloading, and storage of all materials as it applies to this scope of work. Subcontractor shall maintain secure means of containment, as well as a clean and orderly storage area. All material to be stored, handled, and stacked in strict conformance with the manufacturer's recommendations. Great care shall be taken to protect material from damage, it shall be the responsibility of the subcontractor to inspect all material prior to acceptance and installation for any damage or defects, any such material shall be rejected and replaced with sound material. NRP is not responsible for materials stored onsite.
11. Subcontractor shall draw for complete areas and/or items as listed on the Schedule of Values. It is intended that this will be a turnkey contract with no extras. The contract amount shall not be exceeded without consent of the Contractor.
12. Subcontractor shall be responsible for protection of their work from damage by others or any damage that may occur to his work as a result of weather including covering, barricading or other means necessary. Subcontractor shall take preventative steps as necessary to protect his work from weather damage and will make corrections to his work as necessary to correct damage that occurs as a result of weather conditions.

13. The Subcontractor will be held liable and shall exercise care to prevent trespassing or damage to adjacent properties. Only as it relates to this Subcontractor trespassing.
14. Subcontractor shall at all times respect the work of the other crafts and take all necessary precautions to avoid damaging such work. If Subcontractor damages such work, repairs shall be made at Subcontractors expense.
15. The Subcontractor is to coordinate with all other subcontractors and or relevant public entities interfacing with or close to the Subcontractors work. This includes providing rough openings according to their needs and allowing time for others to perform required operations that interface with this scope of work, while maintaining a safe and clean working area at all times.
16. Any subcontractor using an open flame or torch will have a charged fire extinguisher readily available within 15'.
17. Subcontractor shall furnish general contractor with closeout documents upon completion of work or by request of the general contractor. Closeout documents shall include the as-builts, standard 1-yr warranty operation and maintenance manuals for all equipment installed.
18. Subcontractor shall perform all punch out work at no additional cost to the Contractor and ensure that all such work is performed in a timely basis to prevent any delay in the construction schedule.